149 U.S. 262

# RECORD, CASE NO. 13880.

## SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1892.

TERM NO. 262.

THE UNITED STATES, PLAINTIFF IN ERROR,

vs.

JOHN R. JONES AND GEORGE FREEMAN.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.

**FILED OCTOBER 22, 1889.**

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1 *Petition.*

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Freeman and said John R. Jones, defendants, ...
and after due proceedings had, that there be judgment in favor of the

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1 *Petition.*

*To the honorable the judge of the district court of the United States in and for the western district of Louisiana:*

The petition of the United States, herein represented by Montfort S. Jones, United States attorney for the western district of Louisiana, respectfully shows that George Freeman and John R. Jones, residents of Caddo Parish, in the western judicial district of Louisiana, composing the late commercial firm of George Freeman and Company, doing business as sawmill operators & lumber dealers, and domiciled at Shreveport, Caddo Parish, Louisiana, during the years A. D. 1881, 1882, 1883, 1884, and 1885, & which said firm is since dissolved, are jointly & in solido indebted unto your petitioners in the full sum of sixteen thousand $\frac{00}{100}$ dollars ($16,000$\frac{00}{100}$), with six per cent per annum interest on said sum from judicial demand until paid, as follows, to wit:

Your petitioners represent that during the years A. D. 1882, 1883, 1884, and 1885, & continuously from the first day of January, A. D. 1882, and the first day of January, A. D. 1886, the said firm of Freeman & Co., composed of said Freeman and said Jones, were engaged in
2 operating a sawmill at and near Provincal, in Natchitoches Parish, Louisiana, and that during said period & within the dates named, the said Freeman & Co., with the full knowledge & consent of both the said Freeman and the said Jones, did knowingly, wilfully, without any lawful right or authority, in bad faith, and in violation of law did go upon & trespass on the public lands of the United States, to wit: S. $\frac{1}{2}$ of S. $\frac{1}{2}$ and NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of section 30; and E. $\frac{1}{2}$ and N. $\frac{1}{2}$ of NW. $\frac{1}{4}$ of section 18, township 8 N., range 8 W.; and N. $\frac{1}{2}$ of NE. $\frac{1}{4}$, and SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, and NW. $\frac{1}{4}$ and N. $\frac{1}{2}$ of SW. $\frac{1}{4}$, and SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of section 24, township 8 N., range 9 W., Natchitoches land district & in the western judicial district of Louisiana, and upon said lands did cut, & cause to be cut, three thousand and two hundred pine trees, the property of the United States, and which said trees were, by the said Freeman & Co. removed from said lands & hauled to their sawmill before described & then sawed and manufactured into lumber, which lumber was by said Freeman & Co. sold to the general public & otherwise appropriated to their own use & benefit, and that of said George Freeman & said John R. Jones. Petitioners further aver that from said three thousand & two hundred
3 trees, the said Freeman & Co. obtained an aggregate of fully one million and six hundred thousand feet of lumber, board measure, same being well worth, when manufactured into lumber, the sum of ten $\frac{00}{100}$ dollars per thousand feet, or said full sum of sixteen thousand, that being the fair market value thereof at their mill and places of delivery, for which said sum the said John R. Jones and the said George Freeman, individually & as partners in the late firm of George Freeman & Co., being in bad faith & wilful trespassers, are liable, jointly and in solido, unto the United States, with interest on said sum as hereinbefore set forth. Petitioners allege amicable demand without avail.

Wherefore, premises considered, your petitioners pray that said George Freeman and said John R. Jones, defendants, be cited to answer hereto, and after due proceedings had, that there be judgment in favor of the

United States and against said George Freeman and John R. Jones, jointly & in solido, for said sum of sixteen thousand dollars ($16,000.00), with interest as claimed, & all costs of this suit. They pray for all orders in the premises, & general relief.

MONTFORT S. JONES,
*U. S. Atty.*

4 (Endorsed:) No. 52, D. C. U. S. circuit court, 5th circuit, western district, La. United States vs. George Freeman and John R. Jones. Petition filed February 21st, '87. E. J. Nolan, d'y clerk.

5 *Citation to Jon R. Jones, and marshal's return.*

The President of the United States of America to the marshal of the western district of Louisiana, Greeting:

You are hereby commanded to summon John R. Jones, citizen of the State of Louisiana, to comply with the demand of the United States, contained in the petition, of which a copy accompanies this citation, or to deliver his answer to the same in the office of the clerk of the district court of the United States of America for the western district of Louisiana, holding sessions in the city of Shreveport, La., in ten days after the service hereof, or judgment will be rendered against him by default, which delay is increased one day for every ten miles the defendant's residence is distant from Shreveport, La., the place where the court is held. And that you make due return hereof on the last Monday of February, 1887.

Witness, the honorable Aleck Boarman, judge of said court at the city of Shreveport, La., this 21st day of February, A. D. one thousand eight hundred and eighty-seven.

E. J. NOLAN,
*D'y Clerk.*

(Indorsement:) No. 52, United States district court. Citation. United States vs. George Freeman & John R. Jones. Marshal's return received this 22 day of Feb'y, 1887, and on the 4 day of April, 1887, served copies of the within citation and petition annexed on the within-named John R. Jones, in the manner following, to-wit, by leaving same in his hands. P. B. Weaks, d'y clerk. Filed April 6, '87. E. J. Nolan, d'y cl'k.

6 *Citation to Geo. Freeman, and marshal's return.*

The President of the United States of America, to the marshal of the western district of Louisiana, Greeting:

You are hereby commanded to summon George Freeman, citizen of the State of Louisiana, to comply with the demand of The United States, contained in the petition of which a copy accompanies this citation, or to deliver his answer to the same in the office of the clerk of the district court of the United States of America for the western district of Louisiana, holding sessions in the city of Shreveport, La., in ten days after the service hereof, or judgment will be rendered against him by default, which delay is increased one day for every ten miles the defendant's residence is distant

from Shreveport, La., the place where the court is held. And that you make due return hereof on the last Monday of February, 1887.

Witness, the honorable Aleck Boarman, judge of said court, at the city of Shreveport, La., this 21st day of February, A. D. one thousand eight hundred and eighty-seven.

E. J. NOLAN,
*D'y Clerk.*

(Indorsement:) No. 52. United States district court. Citation. United States vs. George Freeman & John R. Jones. Marshal's return received this 21 day of Feb'y, 1887, and on the 21 day of Feb'y, 1887, served copies of the within citation and petition annexed on the within-named Geo. Freeman, in the manner following, to wit, by leaving said copy in his hands, in the city of Shreveport, La. P. B. Weaks, d'y mar. Filed Feb'y 27th, 1887, E. J. Nolan, d'y cl'k.

7 [Extract of minutes.]

WEDNESDAY, *July 20th*, 1887.

Court met pursuant to adjournment. Present, his Hon. Aleck Boarman, judge, presiding.

ANSWER FILED.

UNITED STATES
*vs.*
GEO. FREEMAN & JNO. R. JONES. } No. 52.

*Answer and plea of estopple.*

Now come defendants in the above cause & for answer to plaintiff's petitions deny all and singular the allegation therein contained, except such as are hereinafter specially admitted.

They admit that they did cut & convert into lumber a considerable quantity of timber, or trees, from a portion of the lands described in plaintiff's petition during part of the years 1882 and 1883 & prior to July, 1884, but they specially deny that they cut the quantity claimed in said petition or that it was worth the *same* charged therein.

8 Further answering respondents specially aver that at the time the timber was so cut by them they were the owners and possessers in good faith of the said lands, this respondent, Jno. R. Jones, having purchased them bona fide from the Government of the United States, paid therefor in cash, to the proper officers of the United States land office at Natchitoches, the price per acre charged & asked therefor, & *rescind* a receiver's receipt in due form.

That in good faith, by virtue of their rights as owners & purchasers of said land, they took possession of same & used it as their own. That from the date of said purchase up to about the day of , 1883, they had no knowledge of or intimation from the Government or its officers that said entries of land were held or claimed to be irregular or in any way invalid. That at about said date they were informed

through the land office at Natchitoches that the Land Department at Washington claimed that the price charged & paid for the said
9 lands, viz, $1.25 per acre, was not sufficient, & that the price of said lands was $2.50 per acre, which should have been paid at the date of entry, & further demanding from respondent Jones the additional price of $1.25 per acre for all of said lands, or that at his option he might return or reconvey said lands to the Government, & the amount paid by him therefor would be refunded or repaid to him.

That respondents after submitting the question of their legal rights in the premises to counsel, & deliberating as to the option given therein, subsequently came to the conclusion, chiefly for the reasons of their inability to raise the additional sum in cash, to accept the proposition to reconvey the lands to the Government upon their refunding the price originally paid for the entry of said lands; that accordingly the said lands were sold or reconveyed to the United States by respondent, Jones, on the dates shown in the annexed deeds filed therewith. They specially aver
10 that the Government & its officers demanded & exacted from respondent Jones, as a condition precedent to a return of the price paid by him for said lands, that he should sell & convey same by wararnty deeds to the United States, free of incumbrances, and should exhibit certificates from the recorders of the parishes in which said lands lay, showing that he had not alienated or incumbered same during the time he owned & possessed it. By all of which acts and declarations of the United States and its offices, plaintiff is estopped in this proceeding from claiming or attempting to show that from the date of said original entries until the sale or reconveyance back to it the United States was the owner of said lands and respondents were trespassers.

Wherefore respondents pray that plaintiff's demand be rejected & to be dismissed with costs.

WISE & HERNDON,
ALEXANDER & BLANCHARD,
*Attys. for Defendants.*

11 (Endorsed:) No. 52, D. C., U. S. circuit court, 5th circuit western district, La. United States vs. Geo. Freeman et al. John R. Jones. Answer and plea of estopple. Filed July 20th, '87. J. B. Beattie, d'y clerk.

[Extract of minutes.]

FRIDAY, *February* 22, 1887.

Court met pursuant to adjournment. Present, his Hon. Aleck Boarman, judge, presiding.

UNITED STATES
*vs.*
GEO. FREEMAN & JNO. R. JONES. } No. 52.

On motion of M. S. Jones, esqr., U. S. atty., a judgment by default was entered in this case.

12 [Extract of minutes.]

WEDNESDAY, *July* 27th, 1887.

Court met pursuant to adjournment. Present, his Hon. Aleck Boarman, judge, presiding.

*Leave granted to take testimony in and out of the State.*

UNITED STATES
*vs.*
GEO. FREEMAN AND JOHN R. JONES. } No. 52.

[Extract of minutes.]

FRIDAY, *July* 13th, 1889.

Court met pursuant to adjournment. Present, his Hon. Alex. Boarman, judge, presiding.

*Rule to produce books.*

UNITED STATES
*vs.*
GEO. FREEMAN & JOHN R. JONES. } No. 52.

Rule to defendants to produce books filed.

Now come the plaintiffs by their counsel, the United States attorney for the western district of Louisiana, & respectfully represent
13 to the court that the books kept by George Freeman & Company, defendants, showing the business dealings, timber receipts and sales of the Victoria Mill at Provencal, Louisiana, during the years 1881, 1882, 1883, 1884 and 1885, covering all the matters involved in this suit, to wit, the yard book, car record, journal and ledger, contain evidence pertinent to the issues in this case, and that plaintiffs are legally entitled to a sight and inspection of said books in order to fully make out their case, and can not safely go to trial without said books which will sustain the allegations of their petition as to the amount of lumber cut by defendants from the public lands of the United States named in the petition and the amount realized therefrom by defendants. Wherefore they pray for a rule on said defendants to produce said books in court or in the clerk's office of this court on or before the 16th day of July, 1888, and for immediate service of said order, and in the event of defendants' failure to com-
14 ply with such order they pray for judgment by default against said defendants in accordance with the prayer of the petition.

They pray for all orders in the premises & for costs of this rule.

MONFORT S. JONES,
*U. S. Att'y.*

It is ordered that the defendants produce the books called for in the foregoing motion to wit, the yard book, car record, journal and ledger of the Victoria mill, at Provencal, Louisiana, for the years 1881, 1882, 1883, 1884, and 1885, in the clerk's office of the U. S. district court, at Shreveport,

for the plaintiffs' inspection on or before third Monday, in February, 1889, under the penalty of the law, or show cause to the contrary, and that said defendants be served with a copy of this motion and order.

Done and signed in open court this July 13th, 1888.

ALECK BOARMAN,
*Judge.*

15 Service of the foregoing order accepted this July 16th, '88.

WISE & HERNDON,
ALEXANDER & BLANCHARD,
*Attys. for Defendants.*

(Endorsed:) No. 52, D. C. U. S. circuit court, 5th circuit, western district, La. United States vs. George Freeman & John R. Jones. Rule on defendants to produce books. Filed July 13, '88. E. J. Nolan, d'y clerk.

Received this rule on defendant to produce books in office on the 11th day of July, 1888, and on the 14th day of same month and year I made service by leaving same in the hands of John R. Jones, one of the firm of George Freeman & Co. Served in the city of Shreveport, La.

GEO. G. WEAKS,
*D'y Mar.*

Filed July 18th, '88.

E. J. NOLAN,
*D'y Clerk.*

16 [Extract of minutes.]

WEDNESDAY, *July 18th*, 1888.

Court met pursuant to adjournment. Present: His Hon. Aleck Boarman, judge, presiding.

*Rule to produce books.*

UNITED STATES
*vs.*
GEO. FREEMAN AND
JNO. R. JONES. } No. 52. Continued.

Now comes plaintiff by counsel, M. S. Jones, district attorney, and represents that defendants have in their possession the following documents, which are necessary to be produced in trial of the case, viz:

1st. Letter of L. Duplex, register of the land office, of date 10th March, 1882, addressed to John R. Jones and Chas. M. Greene, Caddo Parish, notifying them that the lands covered by cash certificates and receipts Nos. 18115 & 18116, dated 12 Mch., 1881, were in even sections within the 20-mile limits of N. O. B. R. and V. R. R., and were therefore held
17 at $2.50 per acre under the President's proclamation of 17 April, 1880, instead of $1.25 per acre, the price paid by them, and calling upon them to make an additional payment of $1.25 per acre; and 2nd, letter of L. Duplex, register, of date 13th Mch., 1882, addressed to Jno. R. Jones, Ed. P. Cowan, & S. G. Knowlton, Shreveport, La., notifying them that the lands covered by cash certificates & receipts Nos. 18112,

18113, & 18114, dated 12 March, 1881, No. 18122 to 18127, inclusive, dated March 21, '81, & No. 18131, dated April 1, '81, were within the 20-mile limits of the N. O. B. R. and V. R. R., and were therefore held at $2.50 per acre under the proclamation of the President of the United States, No. 856, of date April 17th & 20th, 1880, and calling upon them to make an additional payment of $1.25 per acre.

Plaintiff shows that in order to make out its case it is necessary that said letters be produced for filing in evidence in trial hereof.

He prays that an order issue and be served on defendants com-
18 manding the production of said documents on or before
1889, or in default of said production that judgment by default be rendered against them as prayed for in the plaintiff's original petition.

MONTFORT S. JONES,
*U. S. Atty.*

Defendants are hereby ordered to produce the documents described in the foregoing petitition on or before , 1889, or show cause for non-production. Done & signed in chambers February , 1889.

*U. S. Dist. Judge.*

Service of foregoing rule and order accepted.

ALEXANDER & BLANCHARD,
WISE & HERNDON,
*Attys. for Defendants.*

(Endorsed:) No. 52. U. S. circuit court, 5th circuit, western district, La. United States vs. John R. Jones & Geo. Freeman. Rule to produce certain letters. Filed February 19th, 1889. J. B. Beattie, clerk.

19 *Answer of Jno. R. Jones to rule to produce books.*

In U. S. District Court, western district of Louisiana.

UNITED STATES
*vs.* } No. 52.
GEO. FREEMAN.

Now comes John R. Jones, defendant in above cause, and for answer to rule herein by plaintiff upon him to produce the yard book, car record, journal & ledger of the Victoria Mill at Provencal, Louisiana, for the years 1881, 1882, 1883, 1884, & 1885, says that he has not now nor had he at the time of service of said rule or subsequently any or either of books, nor has he, or had he, at said time or since service of said rule, any such book or books, & he is therefore utterly unable to produce them or either of them.

Further answering he aver'ed that the firm of Geo. Freeman & Co. was dissolved on or about the 15th day of February, 1885; that the books of

said firm were left at the said mill at Provencal as respondent now
20 remembers, & he is informed and believes have since been lost or destroyed or waste paper about said mill. That he has not seen any of said books since the institution of this suit, and if any of them are in existence he does not know of their location nor who has them. He further avers that no car record book was ever kept at said mills within his knowledge.

He further avers that if such books were in existence & could be produced, they would not show what amount of timber was cut from any particular tract or tracts of land, or that any lumber or timber was cut from any public land of the United States.

JNO. R. JONES.

Sworn to & subscribed before me, this Feb'y 20, 1889.

J. B. BEATTIE,
*Clerk.*

21 (Endorsed:) No. 52. U. S. District Court, 5th circuit, western district, La. United States vs. Geo. Freeman and John R. Jones. Answer of John R. Jones to rule to produce books. Filed February 20th, 1889. J. B. Beattie, clerk.

[Extract of minutes.]

TUESDAY, *February 26th*, 1889.

Court met pursuant to adjournment. Present, His Hon. Aleck Boarman, judge, presiding.

UNITED STATES
*vs.*
GEO. FREEMAN & JNO. R. JONES. } No. 52.

Assigned for trial to-morrow, Wednesday, February 27th, 1889.

22 [Extract of minutes.]

THURSDAY, *February* 28, 1889.

Court met pursuant to adjournment. Present, his Hon. Aleck Boarman, judge, presiding.

UNITED STATES
*vs.*
GEO. FREEMAN & JOHN R. JONES. } No. 52.

This case came on regularly at this time to be tried, and, both sides having announced themselves ready for trial, the following proceedings were had; and thereupon came the following jury, to wit: Zach. Howell, Sam Chambers, F. W. Ehlman, Abe Chud, Henry Mayo, Henry Hunsicker, Thos. F. McDonnel, T. A. Watson, August Erickson, Sam Sokoloski, Abner Hall, L. H. Templeton, twelve good and lawful men of the district, duly empanneled and sworn to try this case and a true verdict render according to the evidence. The jury being complete the court

appointed Sam Sokoloski, esqr., as foreman thereof, and the trial was
23 proceeded with, and the case was continued until to-morrow, Friday, March 1st, A. D. 1889, for argument on the plea of estopple, filed herein on behalf of defendants.

[Extract of minutes.]

FRIDAY, *March 1st*, 1889.

Court met pursuant to adjournment. Present: His Hon. Aleck Boarman, judge, presiding.

UNITED STATES
*vs.*
GEO. FREEMAN & JOHN R. JONES. } No. 52.

This case came on again regularly to be heard. The plea of estopple filed herein came on as per assignment to be heard. After argument the same was overruled, and the jury, after hearing the evidence, argument of counsel, and charge of the court, retired in custody of the marshal to consider of their verdict.

[Extract of minutes.]

SATURDAY, *March 2nd*, 1889.

24 Court met pursuant to adjournment. Present, his Hon. Aleck Boarman, judge, presiding.

UNITED STATES
*vs.*
GEORGE FREEMAN & JOHN R. JONES. } No. 52.

This case came on again to be heard, & the jury, coming into court, returned the following verdict:

We find, as special facts, that defendants did cut or cause to be cut trees or timber logs from the land described in the petition.

We find defendants cut or caused to be cut from said lands—number of trees cut, 6,400; that the trees averaged 250 feet to the tree.

We find that the trees on said lands were worth as follows: 50c. per thousand for standing trees, $1.00 per thousand for trees lying on the land cut for saw logs, $5.00 for timber per thousand at the mill.

SAM SOKOLOSKI,
*Foreman.*

Filed March 2nd, 1889.

J. B. BEATTIE, *Clerk.*

25 The verdict was ordered filed, made of record, and the jury discharged from further consideration of the case.

Motion for new trial filed on behalf of defendants and same allowed.

26 *Motion for a new trial.*

UNITED STATES
*vs.*
GEO. FREEMAN ET AL. } No. 52.

Now come defendants by counsel and move the court to set aside the verdict of the jury in this case for the reason that said verdict is excessive in its findings as to timber cut and that said finding is unwarranted by the evidence. That said verdict will, if enforced, operate to the great detriment & injury of defendants and that it is harsh and unjust.

ALEXANDER & BLANCHARD,
WISE AND HERNDON,
M. C. ELSTRUR,
*Attys. for Defts.*

(Endorsed:) No. 52. U. S. circuit court, western district of La. United States vs. Geo. Freeman et al. Motion for a new trial. Filed March 2nd, 1889. J. B. Beattie, clerk.

27 [Extract of minutes.]

MONDAY, *July* 15, 1889.

Court met pursuant to adjournment. Present, his Hon. Alick Boarman, judge, presiding.

UNITED STATES
*vs.*
GEO. FREEMAN & JNO. R. JONES. } No. 52.

Assigned for trial to-morrow, Tuesday, July 16th, 1889.

[Extract of minutes.]

TUESDAY, *July* 16, 1889.

Court met pursuant to adjournment. Present, his Hon. Alick Boarman, judge, presiding.

UNITED STATES
*vs.*
GEO. FREEMAN & JNO. R. JONES. } No. 52.

As per assignment this case came to be heard at this time; whereupon came the following jury, to wit: Zach. Howell, Thos. B. Chase,
28 Wm. Enders, Hansford Jones, Wm. Hamilton, Ike Barron, W. E. Glassell, H. Vestal, Henry Florsheim, S. Herold, Marcus Dingle, Raphael Kahn, twelve good and lawful men of the district, duly empaneled & sworn to try this case & a true verdict render according to the evidence. The jury being complete, the' appointed Henry Florsheim,

esqr., as foreman thereof, and the trial was proceeded with, and the jury, after hearing the evidence & charge of the court, returned the following verdict:

We, the jury, find a verdict for the defendants.

HENRY FLORSHEIM,
*Foreman.*

Filed July 16th, 1889.

J. B. BEATTIE, *Clerk.*

The verdict was ordered filed, made of record, and the jury discharged from further consideration of the case.

29 [Extract of minutes.]

THURSDAY, *July* 18, 1889.

Court met pursuant to adjournment. Present his Hon. Aleck Boarman, judge, presiding.

UNITED STATES
*vs.* } No. 52.
GEO. FREEMAN & JNO. R. JONES.

Judgment signed. (See decree.)

*Judgment.*

In the 5th United States circuit court in & for western district of Louisiana, in this case by reason of the verdict of the jury and the law, and the evidence being in favor of the defendants Jno. R. Jones and Geo. Freeman, and against the Government, it is ordered adjudged, and decreed that the demand of the Government against said defendants be rejected at the costs of Government.

This done, read, and signed in open court on this 18th day of July, 1889.

ALECK BOARMAN, *Judge.*

30 (Endorsed:) No. 52. U. S. circuit court, 5th circuit court, western district of La. United States vs. Jno. R. Jones and Geo. Freeman. Judgment. Filed July 18, 1889. J. B. Beattie, clerk.

*Petition for writ of error.*

United States of America, fifth circuit, western district of La.

*To the Hon. Justices of the Supreme Court of the United States:*

And now comes the United States by her attorney, M. S. Jones, U. S. district attorney for the western district of Louisiana, fifth circuit, and complains that in the record and proceedings and also in the rendition of judgment in a certain suit at law between the United States, plaintiffs, and John R. Jones and Geo. Freeman, defendants, tried in the circuit court of the United States for said 5th circuit and western district of Louisiana at

the July term thereof, A. D. 1889, in which judgment was ren-
31 dered against said United States, plaintiffs, on the day of July, 1889, manifest error hath intervened to the great damage of the said United States.

Wherefore he prays for the allowance of a writ of error and such other process as may cause the same to be corrected by the Supreme Court aforesaid.

MONTFORT S. JONES,
*U. S. Att'y W'n Dist. La.*

(Endorsed:) No. 149. U. S. circuit court, 5th circuit, western district of La. United States vs. Jno. R. Jones et al. Petition for writ of error to U. S. S. C. Filed July 23rd, 1889. J. B. Beattie, clerk.

32 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the western district of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between The United States, plaintiffs, and John R. Jones and George Freeman, defendants, a manifest error has happened, to the great damage of the said United States, plaintiffs, as by their complaint appears:

We, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court of the United States, this 23rd day of July, in the year of our Lord one thousand eight hundred and eighty-nine.

[SEAL.] J. B. BEATTIE,
*Clerk of the United States Circuit Court for the Western District of Louisiana.*

(Indorsed:) United States circuit court. Western district of Louisiana. No. 149. United States versus John R. Jones and George C. Freeman. Writ of error.

33 *Register of receipts issued by the receiver of public moneys at Nachitoches, La. for lands entered under the homestead laws, from the 1st day of December, 1882, to the 31st day of the same month, inclusive.*

| Date of receipt. | Number of receipt. | By whom purchased. | | Tract purchased. | | | |
|---|---|---|---|---|---|---|---|
| | | Name. | Residence. | Section or part of section. | No. of section. | No. of township. | No. of range |
| 1882, December 12 | 2418 | Jas. H. Hawkins. | Nachitoches p r. | NE. ¼ of NW. ¼. | 30 | 8 | 8 |

| Quantity. | | Price per acre. | | Fees. | | Commissions. | | |
|---|---|---|---|---|---|---|---|---|
| Acres. | 100ths. | Dollars. | Cents. | Dollars. | Cents. | Dollars. | Cents. | |
| 38 | 44 | 2 | 50 | 5 | 00 | 1 | 93 | Held for cancellation per Commissioner's letter "P." dated Sept. 8, 1886. Party notified Sept. 14, 1866, by receiver of his right to apply for a hearing and allowed 60 days. |

U. S. LAND OFFICE,
*Nachitoches, La., December 18th,* 1886.

We do hereby certify that the above is a true and correct extract from the register of homestead receipts, showing the status of homestead entry No. 2418, in the name of James H. Hawkins.

W. E. RUSSELL,
*Register.*

A. E. LEMEE,
*Receiver.*

34 *Abstract of land sold at the land office at Natchitoches, Louisiana, from the first day of March, 1881, to the thirty-first day of the same month, inclusive.*

| | When sold. | Number receipt and certificate. | By whom purchased. | | Tract purchased. | | | | Quantity. | | Price per acre. | | Purchase money. | | General Land Office tract book. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Name. | Residence. | Section or part of section. | No. of section. | No. of township. | No. of range | Acres. | 100ths. | Dollars. | Cents. | Dollars. | Cents. | Volume. | Folio. | |
| 1881 | March 12 | 18112 | John R. Jones, Edward P. Cowen, and Sam'l G. Knowlton. | Caddo Parish. | N. ½ of NE. ¼, SW. ¼ of NE. ¼ NW. ¼, N. ½ of SW. ¼ and SW. ¼ of SW. ¼. | 24 | 8 | 9 | 401 | 25 | 1 | 25 | 501 | 56 | ... | ... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by oComm'r's letter "C," June 29, 1885. |
| " | " " | 18113 | Same | " " | SE. ¼ of SW. ¼ | 36 | 8 | 8 | 39 | 83 | 1 | 25 | 49 | 79 | ... | ... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by Comm'r's letter "C," June 29, 1885. |
| " | " " | 18114 | Same | " " | E. ½ of SE. ¼ | 18 | 8 | 8 | 76 | 90 | 1 | 25 | 96 | 12 | ... | ... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. Canceled by Comm'r's letter "C," June 29, 1885. |
| " | " " | 18115 | John R. Jones and Chas. M. Greene. | " " | S. ½ of S. ½ | 30 | 8 | 8 | 153 | 79 | 1 | 25 | 192 | 24 | ... | ... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. |
| " | " " | 18116 | Same | " " | S. ½ and NE. ¼ | 32 | 8 | 8 | 476 | 82 | 1 | 25 | 596 | 02 | ... | ... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. |
| " | " 24 | 18122 | John R. Jones, Ed. P. Cowen, and Sam'l G. Knowlton. | " " | N. ½ of NE. ¼ and E. ½ of NW. ¼. | 2 | 5 | 4 | 155 | 26 | 1 | 25 | 194 | 06 | ... | ... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. Canceled by Comm'r's letter "C," June 29, 1885. |
| " | " " | 18123 | Same | " " | W. ½ of SE. ¼ | 10 | 5 | 4 | 483 | 04 | 1 | 25 | 603 | 80 | ... | ... | Private sale. Party notified of right of purchase money, May 16, '84. Canceled by relinquishment, June 11, 1885. |

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| " | " | " | 18124 | Same | " | " | S.½ | 20 | 6 | 4 | 319 | 27 | 1 | 25 | 399 | 09 | .... | .... | Private sale. Party notified of right of purchase money, May 16, '84. Canceled by relinquishment, June 11, 1885. Canceled by Comm'r's letter "C," June 29, 1885. |
| " | " | " | 18125 | Same | " | " | Whole of | 28 | 6 | 4 | 640 | 72 | 1 | 25 | 800 | 90 | .... | .... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. Canceled by Comm'r's letter "C," June 29, 1885. |
| " | " | " | 18126 | Same | " | " | N.½ | 1 | 5 | 4 | 320 | 90 | 1 | 25 | 401 | 12 | .... | .... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. Canceled by Comm'r's letter "C," June 29, 1885. |
| " | " | " | 18127 | Same | " | " | N.½ of NE.¼ | 36 | 9 | 11 | 80 | 02 | 1 | 25 | 100 | 02 | .... | .... | Private sale. Party notified of right of purchase money, May 16, 1884. Canceled by relinquishment, June 11, 1885. Canceled by Comm'r's letter "C," June 25, 1885. |

U. S. LAND OFFICE,
*Natchitoches, La., December* 18, 1886.

We hereby certify that the above is a true and correct extract from the register of cash receipts showing the status of cash entries Nos. 18112, 18113, 18114, 18115, 18116, 18122, 18123, 18124, 18125, 18126, and 18127.

W. E. RUSSELL,
*Register.*

A. E. LEMEE,
*Receiver.*

| 35 Parts of sections. | S. | T. | R. | Area. | Remarks. |
|---|---|---|---|---|---|
| SE. ¼ of NW. ¼ and NE. ¼ of SW. ¼ | 18 | 8 | 8 | ... ... | Entered by John W. Wooley. |
| SE. ¼ of SW. ¼ | " | " | " | .... .. | " " Jerry Smith. |
| SW. ¼ of SW. ¼ | " | " | " | .... .... | " " " |
| E. ½ of SE. ¼ | " | " | " | .... .. | J. R. Jones, E. P. Cowen, & S. G. Knowlton, $18.114. |
| N. ½ of N. ½, W. ½ of SE. ¼, and S. ½ of NE. ¼ | " | " | " | ... .. | Jas. A. Hill, cancelled, #18157. |
| S. ½ of NW. ¼ | " | " | " | ... ..... | Vacant. |
| W. ½ of SW. ¼ | " | " | " | .... ... | " |

STATE OF LOUISIANA,
*Parish of Natchitoches:*

Personally came and appeared before me, the undersigned authority, William E. Russell, register, and Alexis E. Leemee, receiver, of the U. S. land office, who, after being duly sworn, depose and say that the above is a true and correct abstract taken from the map and tract book of record in their office.

W. E. RUSSELL,
*Register.*
A. E. LEEMEE,
*Receiver.*

Sworn to and subscribed before me on this 25th day of July, A. D. 1887.
CHAS. V. PORTER,
*Notary Public, Parish of Natchitoches, La.*

36 *Sale of land, Green to Jones.*

STATE OF LOUISIANA,
*Parish of East Baton Rouge:*

Know all men by these presents:

That I, Chas. M. Greene, now residing in the parish of Natchitoches, State of Louisiana, have bargained, sold, transferred, and conveyed with such title as I now hold unto Jno. R. Jones, of the parish of Caddo, State of Louisiana, the undivided ½ interest in and to the following described property, located in Natchitoches Parish, La.:

1st. The NW. ¼ of sec. 32, T. 8, R. 8 W., and containing 158.94 acres, being same property acquired by John R. Jones and myself from David Preison, as per act of sale dated M'ch 11th, 1881, & now duly of record in the office of the recorder of Natchitoches, La.

2nd. The S. ½ & NE. ¼ of sec. 32, T. 8, R. 8 W., containing 476.82 acres, being the same property acquired by Jno. R. Jones & myself from the U. S. Government on the 12th day of March, 1881, as per receiver's receipt, No. 18116; and

3rd. The S. ½ of S. ½ of sec. 30, T. 8 N., R. 8 W., containing 153.79 acres, being the same property acquired by John R. Jones and
37 myself from the U. S. Government on the 12th day of March, 1881, as per receiver's receipt, No. 18115, of the U. S. land office at Natchitoches, La.

This sale is made & accepted for & in consideration of the price and sum of one hundred dollars, cash in hand paid, the receipt of which is hereby acknowledged & full acquittance given for the same.

In testimony whereof I, said Chas. M. Greene, have hereunto set my hand and signature on this 17th day of January, A. D. 1885, in presence of W. M. Rhodus & W. W. Rowe, competent subscribing witnesses.

(Signed) CHAS. M. GREENE.

Witness:

WM. M. RHODUS.

W. W. ROWE.

STATE OF LA.,

*Parish of Natchitoches:*

Be it remembered that on this 17th day of January, 1885, before me, Samuel G. Laycock, jr., a notary public in and for the parish and State aforesaid, duly commissioned & quailfied, personally came and appeared Chas. M. Greene, to me known to be the individual named in and who executed the within conveyance, and acknowledged to me that he
38 did sign, seal, and deliver the same as his free act and deed on the day and year therein mentioned, and for the considerations, uses, and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal the day & year aforesaid.

(Signed) SAM. C. LAYCOCK, JR.,
*Notary Public.*

STATE OF LOUISIANA,

*Natchitoches Parish:*

I certify the above to be a correct copy from the record of the original act filed in this office April 25th, 1885, & recorded therein same day in book 82, folio 455.

In testimony of which witness my hand & official seal this 19th Sept., 1889.

[SEAL.] JOHN A. BARLOW,
*D'y Clk, D. C., &c.*

No. 16886. C. M. Greene to Jno. R. Jones. Sale of land. Copy.

39 *Sale of land, Knowlton to Jones.*

STATE OF LOUISIANA,

*Parish of Iberville:*

Be it known that this day before me, Joseph A. Grace, a notary public, in and for said parish, duly qualified, came and appeared Sam'l G. Knowlton, of said parish & State, who declared that he does by these presents grant, bargain, sell, convey, and deliver, with full guarantee of title and with complete transfer & subrogation of all rights & actions of warranty against all former proprietors of the property herein conveyed unto John R. Jones, of the parish of Caddo, State of Louisiana, the following descr ibed property, to wit:

All his, the said Knowlton, right, title, and interest in and to the N.$^{2}$ of NE.$^{4}$ & SE.$^{4}$ of NE.$^{4}$ & all of NE.$^{4}$ and N.$^{2}$ of SW.$^{4}$ of SW.$^{4}$ of sec. 24, T. 8 N., R. 9 W.,containing 401.25 acres, and SE.$^{4}$ of SW.$^{4}$ of sec. 36 of T. 8 R. 8 W., containing 39.83 acres, and E.$^{2}$ of SE.$^{4}$ of sec. 18 of

T. 8, R. 8 W., containing 155.25 acres, & S.$^{2}$ of sec. 10 & NW.$^{4}$ of said sec. 10, T. 5, R. 4 W., containing 483.04 acres, & S.$^{2}$ of sec. 20 of T. 6, R. 4 W., containing 319.27 acres, & all of sec. 28 of T. 6, R. 4, containing 640.72 acres, & N.$^{2}$ of sec. 6, T. 5, N. of R. 4 W., containing 320.90 acres, & N.$^{2}$ of NE.$^{4}$ of sec. 36 of T. 9, N. of R. 11 W., containing 80 $^{02}$ acres, the entire tract containing 2,517.19 acres, and is situated in the parish of Natchitoches & Rapides, in the State of Louisiana, being lands owned by the late commercial firm of Jones, Cowan & Knowlton, of which the vendor was a member, & his interest in said land being an undivided $\frac{1}{3}$.

To have and to hold said described property unto said purchaser, his heirs and assigns forever. This sale is made for the consideration of the sum of one dollar, cash in hand paid, the receipt of which is hereby acknowledged.

The certificate of mortgages is waived by the parties, and evidence of payment of taxes produced.

Done and passed in said parish of Iberville, in presence of the undersigned competent witnesses, this 20th day of February, 1885.

(Signed) S. M. KNOWLTON.

Attest:

J. C. CHARREE,

ALEX. HOBERT.

JOS. A. GRACE,
*Notary Public.*

STATE OF LOUISIANA,
*Parish of Natchitoches:*

I certify the above to be a correct copy of the original act on file and of record in this office.

In testimony of which, witness my hand and official seal at Natchitoches, La., to Sept. 20th, 1889.

JOHN A. BARLOW,
*D'y Clk. D. C., &c.*

No. 16886. S. G. Knowlton to John R. Jones. Sale int. in land. Copy.

*Sale of land. Jones to the United States.*

STATE OF LOUISIANA,
*Parish of Natchitoches:*

Be it known that this day before me, W. P. Ford, clerk and ex-officio recorder and notary public in and for said parish, duly commissioned and sworn, came and appeared Jno. R. Jones, of Caddo Parish, La., who declared that he does, by these presents, grant, bargain, sell, convey, and deliver with free guarantee of title and with complete transfer and subrogation of all rights and actions of warranty, against all former proprietors of the property presently conveyed unto the United States of America, the following described property situated in Parish, State of Louisiana, to wit: N.$^{2}$ of NE.$^{4}$, SW.$^{4}$ of NE.$^{4}$, and all of NW.$^{4}$ & N.$^{2}$ of SW.$^{4}$, & SW.$^{4}$ of SW.$^{4}$ of sec. 24, T. 8 N., of R. 9 W., containing 401.25 acres; & SE.$^{4}$ of SW.$^{4}$ of sec. 36 of T. 8 N. of R. 8 W., containing 39.83 acres; & E.$^{2}$ of SE.$^{4}$ of sec. 18, of T. 8 N.

of R. 8 W., containing 76.90 acres; & N.$^2$ of NE.$^4$, & E.$^2$ of NW.$^4$ of sec. 2 of T. 5, N. of R. 4 W., containing 155.26 acres; and S.$^2$ of sec. 10, and NW.$^4$ of said sec. 10 of T. 5 N. of R. 4 west, containing 483.05 acres; & S.$^2$ of sec. 20, of T. 6 N. of R. 4 west, containing 319.27 acres; and all of sec. 28 of T. 6 N. of R. 4 west, containing 320.90 acres; & N.$^2$ of NE.$^4$ of sec. 36, T. 9, R, 11 W., containing 80.02 acres—the entire tract containing 2,517.19 acres, & situated in the Parishes of Natchitoches & Rapides, in the State of Louisiana;
43 also NW.$^4$ of sec. 32, T. 8, R. 8, containing 158.94 acres; also S.$^2$ & NE.$^4$ of sec. 32, T. 8, R. 8 W., containing 476.82 acres; also S.$^2$ of S.$^2$ of sec. 30, T. 8, R. 8, containing 153.79 acres, situated in Natchitoches Parish, La., and containing in all $3,306\frac{74}{100}$ acres.

To have and to hold said described property unto said purchaser, his heirs and assigns forever.

This sale is made for the consideration of the sum of $\$4,133\frac{42}{100}$, cash, the receipt of which is hereby acknowledged.

Done and passed at my office in the city of Shreveport, parish of Caddo, in presence of T. Alexander and L. B. Filigrieve, competent witnesses, this 6th day of March, 1885.

(Signed) JNO. R. JONES.

Attest:

T. ALEXANDER,
L. B. FILIGRIEVE.

W. P. FORD,
*Clerk D. C., and Ex-officio Record, and Notary Public.*

STATE OF LOUISIANA,
*Parish of Caddo:*

I, S. L. Taylor, one of the presiding judges of the first judicial
44 district court of the State of Louisiana, held in and for Caddo Parish, the same being a court of record, do hereby certify that W. P. Ford, whose genuine official signature and seal are affixed to the foregoing act of sale, is and was at the time he signed the same the clerk and ex-officio recorder of deeds and mortgages and notary public of the Parish of Caddo, State of Louisiana, duly commissioned and qualified. I further certify the foregoing act of sale by said clerk and ex-officio recorder & notary public is in due form and by the proper officer, and entitled to full faith and credit.

Thus done and signed in chambers, this the 10th day of March, A. D. 1885.

(Signed) S. L. TAYLOR,
*Judge, 1st Judicial Dist. of La.*

STATE OF LOUISIANA,
*Parish of Caddo:*

I, W. P. Ford, clerk of the first judicial dist. court of Louisiana and ex-officio recorder of deeds and mortgages and notary public,
45 parish of Caddo, La., do hereby certify that S. L. Taylor, whose genuine signature is signed to the foregoing certificate is and was at the time he signed such certificate, one of the presiding judges of the first judicial district of the State of Louisiana, held in and for the parish

of Caddo, duly commissioned and qualified. Witness my official seal and signature this 10th M'ch, 1885.

(Signed) W. P. FORD,
*C'lk 1st Judicial Dist. Court of Louisiana, etc.*

CLERK'S OFFICE,
*Caddo Parish, La.:*

I hereby certify that the above is a true and correct copy of the original act of sale from Jno. R. Jones to the U. S. of America, as the same now appears on file and of record in this office.

Given under my hand and official seal at Shreveport, Caddo Parish, La., this 20th day of April, A. D. 1885.

(Signed) W. P. FORD,
*C'lk D. C. and Notary Public, &c.*

STATE OF LOUISIANA,
*Parish of Natchitoches:*

I certify the above to be a correct copy of the record of a copy
46 of the original act, made in this office April 25th, 1885, in book 82 of conveyances, folio 457, &c., the original copy having been withdrawn from this office by parties in interest.

In testimony of which witness my hand and official seal, this 20th September, 1889.

[SEAL.] JNO. A. BARLOW,
*D'y C'lk D. C., &c.*

No. 16888. Jno. R. Jones to U. S. Government. Sale of land. Copy.

*Sale of land. Hill and wife to Lambertson.*

This deed, entered into this 24th day of March, 1882, by & between James A. Hill and Maria L., his wife, of the city of St. Louis, State of Missouri, parties of the first part, and Benjamin P. Lambertson, of the city of Lawrence, State of Kansas, party of the second part, witnesseth:

That the parties of the first part, in consideration of fifty-five hun-
47 dred dollars to him paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto the party of the second part the following-described property, lying and being in the Parish of Natchitoches, State of Louisiana, to wit: The W. ½ SE. ¼, & S. ½ NE. ¼, sec. 4, T. 7 N., of range 8 west, La. meridian; sec. No. 10 (entire), T. 7 N., R. 8 W., La. meridian; the W. ½ SE. ¼, & W. ½ of NE. ¼, sec. 8, T. No. 7, R. No. 8 west, La. meridian; the whole of sec. No. 36, T. 7, R. 8 W., of La. meridian; the SE. ¼, E. ½ SW. ¼, & N. ½ of NW. ¼, sec. No. 26, T. 8 N., R. 8 W., La. meridian; the SE. ¼, E. ½ SW. ¼, & N. ½ of NW. ¼, sec. No. 26, T. 8 N., R. 8 W., La. meridian; the S. ½ & S. ½ of N. ½, sec. 8, T. 8, R. 8 W., La. meridian; the N. ½ of N. ½, S. ½ of NE. ¼, W. ½ of SE. ¼, sec. 18, T. 8 N., R. 8 W., La meridian; the SE. ¼ of section 30, in T. 9 N., R. 10 W., La. meridian; the N. ½ of N. ½, W. ½ & SE. ¼ of SW. ¼, sec. 32, T. 9 N., of R. 10 W., La. meridian, containing in the aggregate 3,920.84 acres, more or less.

Also in Sabine Parish, same State, the SW. ¼ & W. ½ of SE. ¼, sec. 36, in T. 9, R. 11 W., La. meridian, containing 240.10 acres.

To have and to hold the same, together with all the rights, im-
48 munities, privileges, & appurtenances to the same belonging to the said party of the second part, & to his heirs & assigns forever, the said James A. Hill hereby covenanting that he and his heirs, executors, & administrators shall & will warrant & depend the title to the premises to the said party of the second party, & to his heirs and assigns forever, against the lawful claims of all persons whomsoever claiming or to claim the same by through or under him, and none others.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

(Signed)

JAMES A. HILL.
MARIA L. HILL.

Witness:
WILLIAM H. CHEATHAM,
G. G. O'BEAR,
FRANK O'BEAR.

STATE OF MISSOURI,
*City of St. Louis:*

I, Chas. F. Vogel, clerk of the circuit court city of St. Louis, the same being a court of record, certify that Frank O'Bear, whose name is
49 subscribed to the certificate of proof of acknowledgment of the annexed instrument, dated 24th March, 1882, was on said date an acting notary public in and for said city, duly commissioned and qualified, and authorized to take the same; that I am acquainted with the handwriting, and verily believe that the signature thereto is genuine; and that to all such his official acts full of faith and credit are and ought to be given. I further certify that the said instrument is executed and acknowledged according to the laws of this State.

In testimony whereof I hereunto set my hand and affix the seal of said court at office in the city of St. Louis this 24th day of March, 1882.

(Signed) CHAS. F. VOGEL,
*Clerk.*

STATE OF MISSOURI,
*City of St. Louis:*

Be it remembered that on this 24th day of March, A. D. 1882, before me, the undersigned, in and for the city aforesaid, came James A. Hill and Maria J. Hill, who are personally known to me to be the same per-
50 sons whose names are subscribed to the foregoing instrument of writing as parties thereto, and severally acknowledged the same to be their act and deed for the purposes therein mentioned; and the said Maria J. Hill, having by me first been made acquainted with the contents of the foregoing conveyance, acknowledged on an examination separate and apart from her husband that she executed the same freely and without compulsion or under influence of her said husband.

My term of office expires June 28th, 1885.

In testimony whereof I have hereunto set my hand & affixed my notarial seal this 24th day of March, 1882.

(Signed) FRANK O'BEAR,
*Notary Public, City of St. Louis.*

STATE OF LOUISIANA,
*Parish of Natchitoches:*

I hereby certify that the foregoing is a correct copy from the record of the original act made in this office March 15, 1883, in Book 77, conveyances, folio 438, &c., the original of such act having been with-
51 drawn from this office by parties in interest.

In testimony of which witness my hand & official seal this 19th day of Sept., 1889.

[SEAL.]

JNO. A. BARLOW,
*D'y Clk, D. C. & C.*

No. 15617. Jas. A. Hill and wife to B. P. Lambertson. Sale land. Copy.

*Sale of land. Jones to the United States.*

STATE OF LOUISIANA,
*Parish of Caddo:*

Be it known that this day, before me, W. P. Ford, clerk and ex officio recorder and notary public in and for the said parish, duly commissioned and sworn, came and appeared John R. Jones, of Caddo Parish, Louisiana, who declared that he does by these presents grant, bargain, sell, convey, and deliver, with full guarantee of title, & with complete transfer & subrogation of all rights and actions of warranty, against all former
52 prop'ietors of the property presently conveyed unto the United States of America, the following-described property, to wit, situated in Parish, State of Louisiana, to wit: The north half of the northeast quarter and southwest quarter of northeast quarter, and all of northwest quarter & north half of southwest quarter, & southwest quarter of southwest quarter, of section twenty-four (24), of township eight (8) north, of range nine (9) west, containing 401.25 acres; and southeast quarter of southwest quarter of section thirty-six (36), of township eight (8) north, of range 8 west, containing 39.83 acres; & east half of southeast quarter of section eighteen (18), of township eight (8) north, of range (8) west, containing 76.90 acres; and north half of northeast quarter & east half of northwest quarter of section two (2), of township five (5) north, of range four (4) west, containing 155.26 acres; and south half of section ten (10) and northwest quarter of section ten (10), of township five (5) north, of range four (4) west, containing 483.05 acres;
53 south half of section twenty (20), of township six (6) north, of range four (4), containing 319.27 acres; and all of section twenty-eight (28), of township six (6) north of range four (4) west, containing 640.72; & north half of section six (6), of township five (5) north, of range four (4) west, containing 320.90 acres; & northeast quarter of section thirty-six (36), of township nine (9) north, of range eleven (11) west, containing 80.02 acres; the entire tract, containing twenty-five hundred and seventeen $\frac{19}{100}$ (2,517.19) acres, & situated in the parishes of Natchitoches & Rapides, in the State of Louisiana; also, the northwest quarter ($\frac{1}{4}$) of section No. 32, T. 8 N., R. 8 W., containing one hundred and fifty $\frac{94}{100}$ (158.94) acres; also, the south half ($\frac{1}{2}$) and northeast quarter ($\frac{1}{4}$) of section No. thirty-two (32), T. 8 N., R. 8 W., and containing four hundred and seventy-six $\frac{82}{100}$ (476.82) acres; also, the south half ($\frac{1}{2}$) of south half ($\frac{1}{2}$)

of section No. thirty (30), T. 8 N., R. 8 W., & containing one hundred and fifty-three $\frac{79}{100}$ (153.79) acres, situated in Natchitoches Parish,
54 La., containing in all thirty-three hundred and six & $\frac{74}{100}$ (3,306.74) acres.

To have and to hold said described property unto said purchaser, its heirs & assigns forever.

This sale is made for the consideration of the sum of forty-one hundred and thirty-three & $\frac{42}{100}$ dollars, cash, the receipt of which is hereby acknowledged.

Done and passed at my office in said parish of Caddo, in presence of T. Alexander & L. B. Filiquier, competent witnesses, on this the 6th day of March, A. D. eighteen hundred and eighty-five.

JOHN R. JONES.

Attest:
T. ALEXANDER.
L. B. FILIQUIER.

[SEAL.] W. P. FORD,
*Clk. and ex officio Recorder and Notary Public.*

STATE OF LOUISIANA,
*Parish of Caddo:*

I, S. L. Taylor, one of the presiding judges of the 1st judicial dis-
55 trict court of the State of Louisiana, held in & for Caddo Parish, the same being a court of record, do hereby certify that W. P. Ford, whose genuine official signature and seal are affixed to the foregoing act of sale, is, and was at the time he signed the same, the clerk and ex officio recorder of deeds and mortgages and notary public of the parish of Caddo, State of Louisiana, duly commissioned and qualified. I further certify the foregoing act of sale by said clerk & ex officio recorder & notary public is in due form and by the proper officer, and is entitled to full faith and credit.

This done and signed in chambers this the 10th day of March, A. D. 1885.

S. L. TAYLOR,
*Judge 1st Judicial Dist., State of Louisiana.*

STATE OF LOUISIANA,
*Parish of Caddo:*

I, W. Ford, clerk of the 1st judicial district court of Louisiana and ex officio recorder of deeds and mortgages and notary public of the parish of Caddo, and State of Louisiana, do hereby certify that S. L. Taylor,
56 whose genuine signature is signed to the foregoing certificate, is, and was at the time he signed said certificate, one of the presiding judges of the 1st judicial district court of the State of Louisiana, held in and for Caddo Parish, duly commissioned & qualified.

Witness my official seal and signature, this 10th day of March, A. D. 1885.

[SEAL.] W. P. FORD,
*Clerk of the 15th Judicial District of La., and ex officio Recorder of Deeds and Mortgages, and Notary Public.*

CLERK'S OFFICE,
*Caddo Parish, La.*

I hereby certify that the within is a true and correct copy of the original act of sale from John R. Jones to the United States of America as the same now appears on file and of record in this office in conveyance book No. 2, page 639.

Given under my hand and official seal, at Shreveport, La., on this 18th day of September, A. D. 1889.

57 [SEAL.] ALLAN V. WILSON,
*Dy. Clk. and ex officio Dy. Recorder.*

John R. Jones to The United States of America. Sale of land. Filed and recorded April 18th, 1885. W. P. Ford, clerk and ex-officio recorder.

58 *Sale of land, Cowan to Jones.*

STATE OF TEXAS,
*County of Tarrant:*

Know all men by these presents—

That I, Edward P. Cowan, of said county and State, do hereby grant, bargain, sell, convey, & deliver, with full guarantee of title & with complete transfer & subrogation of all rights & actions of warranty, unto John R. Jones, of the parish of Caddo, State of Louisiana, the following described property, to wit: All of my right, title, and interest, in & to the north half of northeast quarter & southwest quarter of northeast quarter, and all of northwest quarter and north half of southwest quarter & southwest quarter of southwest quarter of section twenty-four; of township eight north of range nine west, containing 401 $\frac{25}{100}$ acres; & southeast quarter of southwest quarter of section thirty-six, of township eight north of range eight west, containing 39.83 acres; and east half of southeast quarter of section eighteen (18) of township eight north of range eight west, containing 76.90 acres; and north half of northeast
59 quarter & east half of northwest quarter of section two (2) of township five north of range four west, containing 155.26 acres; & south half of section ten and northwest quarter of said section ten of township five north of range four west, containing 483.04 acres; and south half of section twenty of township six north of range four west, containing 319.27 acres; & all of section twenty-eight of township six north of range four west, containing 640.72 acres; and north half of section six of township five north of range four west, containing 320.90 acres; & north half of northeast quarter of section thirty-six of township nine north of range eleven west, containing 80.02 acres, the entire tract containing twenty-five hundred and seventeen $\frac{19}{100}$ (2,517.19), and situated in the parish of Natchitoches & Rapides, in the State of Louisiana, being lands owned by the late commercial firm of Jones, Cowan & Knowlton, of which I, said Cowan, was a member, & my interest in
60 said land being an undivided one-third, to have and to hold said property unto said purchaser, his heirs and assigns, forever.

This sale is made for and in consideration of the sum of one dollar cash in hand paid, the receipt of which is hereby acknowledged.

Done and signed on this the 14th day of February, A. D. 1885.

Attest:

(Sgd.) E. P. COWAN.

THE STATE OF TEXAS,
*County of Tarrant:*

Before me, the undersigned authority, personally appeared Edward P. Cowan, whose signature appears on foregoing deed, to me known to be the person named, who declared & acknowledged his signature thereto to be genuine and that he signed it for the purposes & objects therein set forth. Given under my hand and seal of office at Dallas, on this the 14th day of February, A. D. 1885.

(Signed) W. M. C. HILL,
*County Clerk.*

61 STATE OF TEXAS,
*County of Dallas:*

I, E. G. Bower, judge of the county court of Dallas County, Texas, the same being a court of record, do hereby certify that W. M. C. Hill, whose genuine signature appears to the above and foregoing certificate of acknowledgment, is and was at the date thereof the clerk of the county court of Dallas County, Texas, duly elected and qualified, & that all of his official , as such, are entitled to full faith and credit.

Given under my hand & the seal of the court, this the 17th day of February, A. D. 1885.

(Signed) E. G. BOWER,
*Judge of the County Court, Dallas County, Texas.*

STATE OF LOUISIANA,
*Parish of Natchitoches, Clk's & Record's Office:*

I hereby certify that the above and foregoing is a true and correct copy of the record on file and of record in my office, taken from Book 5 of notarial acts, folio 456 and 7, recorded April 25th, 1885, the orig-
62 inal having been withdrawn.

In testimony whereof witness my hand & official seal this 23rd February, A. D. 1887.

H. M. HYANN,
*Clerk and Rec'd.*

E. P. Cowan to John R. Jones. Sale of land.

63 *Copy of deed from Lamberton to Jones, & Jones' application for repayment of purchase money.*

[Special.]

This paper is to be made "special" for the reason that it is required for suit.

W. S. ROSECRANS,
*Register.*
A. H.

Transcript certificate.

TREASURY DEPARTMENT,
REGISTERS OFFICE,
*Washington, D. C., Aug. 2, '87.*

Pursuant to section 886 of the Revised Stat'es of the United States,
64 I, W. S. Rosecrans, Register of the Treasury Department, do hereby certify that the annexed are true copies of a "deed" and applica-

tions for repayment of "purchase money" in the case of John R. Jones, of Shreveport, Louisiana, on file in this Department.

W. S. ROSECRANS,
*Register.*
A. H.

Be it remembered, that William S. Rosecrans, esq., who certified the annexed transcript, is now, and was at the time of doing so, Register of the Treasury of the United States, and that full faith and credit are due to his official attestations.

In testimony whereof, I, Charles S. Fairchild, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused
65 to be affixed the seal of this Department at the city of Washington, this 2nd of August, in the year of our Lord, 1887.

[SEAL.] C. S. FAIRCHILD,
*Secretary of the Treasury.*

This deed, made & entered into this fifth day of February, 1883, by and between B. P. Lambertson and Mary his wife, of Lawrence, Douglas County, Kansas, parties of the first part, and John R. Jones, of Shreveport, La., party of the second part, witnesseth, that the said parties of the first, in consideration of fifty-six hundred dollars to them paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, and sell, convey and confirm unto the party of the second part the following-described real estate, lying and being in the parish of Natchitoches, State of Louisiana,
66 to wit: The west half southeast quarter, and south half northeast quarter, section four, township seven north, of range eight west, La. meridian; section No. (10) ten (10), entire township seven north, range No. (8) eight west, La. meridian. The west half southeast quarter, and west half of northeast quarter, section (8), township No. (7) north, range No. eight west, of La. meridian; the southeast quarter, east half southwest quarter, and north half of northwest quarter, section No. (26) twenty-six, township No. (8) eight north, range No. (8) eight west, La. meridian; the south half and south half ($\frac{1}{2}$) of north half, section eight, township eight north, range No. (8) eight west, La. meridian; the north half of north half, south half of northeast quarter, and west half of southeast quarter, section No. (18) eighteen, township No. (8) eight north, range No. 8 west, La. meridian; the whole of section No. six (6),
67 township No. (7) seven north, range No. 8 west, of La. meridian: To have and to hold the same, together with all the rights, immunities, privileges, and appurtenances to the same belonging, to the said party of the second part, and to his heirs, assigns forever; the said B. P. Lambertson hereby covenanting that he and his heirs, executioners, and administrators shall and will warrant and defend the title to the premises to the said party of the second part, and to his heirs and assigns forever, against the lawful claims of all persons claiming or to claim the same by, through, or under him, and none others.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

B. P. LAMBERTSON,
MARY LAMBERTSON.

STATE OF KANSAS,
*Douglas County, ss:*

68 On this February 5th, A. D. 1883, before me, Geo. A. Banks, a notary public within and for said county, came B. P. Lambertson and Mary Lambertson his wife, to me known to be the same persons who executed the foregoing instrument and who signed and acknowledged the execution thereof on the day and year last above written.

Witness my hand and official seal this February 5, 1883.

[SEAL.] GEO. A. BANKS,
*Notary Public.*

My com'n expires Dec. 15, 1884.

STATE OF KANSAS,
*County of Douglas, ss:*

M. Summerfield, clerk of the district court in and for said county (the same being a court of record and of general jurisdiction), do hereby certify that Geo. A. Banks, before whom the annexed instrument in writing
69 was proved or acknowledged, was, at the time of taking such proof or acknowledgment, a notary public in and for said county, duly appointed, sworn, and authorized to take the same; that he was commissioned as such on the 15 day of December A. D. 1880, and said commission will expire on the 15th day of December, A. D. 1884.

And that I am well acquainted with his handwriting, and verily believe that the signature to said certificate of proof or acknowledgment is genuine, & *and* that said instrument is executed and acknowledged according to the laws of this State.

In witness whereof I have hereunto set my hand and affixed my official seal at Lawrence, in said county, this fifth of February, A. D. 1883.

[SEAL.] M. SUMMERFIELD,
*Clerk.*

70 [No. 16531. Filed Aug. 23rd, 1884.]

B. P. Lambertson and Mary Lambertson to John R. Jones. Sale of land.

Recorded in my office August 23d, 1884, in Book No. 5, of notarial conveyances, folios 233 & 234 & 235.

Witness my hand and official seal at Natchitoches, La., this 23d day of August, A. D. 1884.

W. H. TUNNARD,
*Dy Clk and Dy Recorder.*

To the Commissioner of the General Land Office:

SIR: I hereby make application for repayment of the purchase money paid on entry of the north half of north half, south half of northeast quarter, and west half of southeast quarter of section 18, township 8 N, range 8 W, La. Meridian, as per certificate No. 18157, issued at
71 Natchitoches, La., bearing date the 5th day of July, 1881.

JOHN R. JONES,
*Shreveport, La., Assignee of B. P. Lambertson, Shreveport, La.*

STATE OF LOUISIANA,
*County of Natchitoches, ss:*

On this third day of September, 1884, before the subscriber, a clerk of first judicial court in and for said county, personally came John R. Jones, to me well known to be the person who subscribed the foregoing application, who being duly sworn, on his oath declares that he has not sold, assigned, nor in any way encumbered the title to the tract of land described in said application, and that the same has not become a matter of record except as shown by the accompanying evidence; that he has not been indemnified by his grantor or assignor for failure of title, and that title has not been perfected in him by his grantor through other sources.

JOHN R. JONES.

72 Subscribed and sworn before me this third day of September, A. D. 1884.

[SEAL.] W. P. FORD,
*Clerk 1st Judicial District Court of La.*

*To the Commissioner of the General Land Office:*

SIR: I hereby make application for repayment of the purchase money on entry of the north ½ of northeast ¼, southwest ¼ of northeast ¼, northwest ¼, north ½ of southwest ¼, and southwest ¼ of southwest ¼ of section 24, township 8 N., range 9 W., La. M., as per certificate No. 18112, issued at Natchitoches, La., bearing date the 12 day of March, 1881.

JNO. R. JONES,
*Shreveport, Caddo Parish, Louisiana.*

STATE OF LOUISIANA,
*Parish of Caddo, ss:*

On this 21st day of April, 1885, before the subscriber, a district
73 clerk in and for said county, personally came John R. Jones, to me well known to be the person who subscribed the foregoing application, who being duly sworn, on his oath declares that he has not sold, assigned, nor in any way encumbered the title to the tract of land described in said application, and that the same has not become a matter of record, except as shown by the accompanying record.

JNO. R. JONES.

Subscribed and sworn before me this 21st day of April, A. D. 1885.

[SEAL.] W. P. FORD,
*Clerk of First Judicial District Court of Louisiana.*

*To the Commissioner of the General Land Office:*

SIR: I hereby make application for repayment of the purchase money paid on entry of the south half of the south half of section 30, township 8 N., range 8 W., La. M., as per certificate No. 18115, issued at Natchitoches, bearing date the 12th day of March, 1881.

74 JNO. R. JONES,
*Shreveport, Caddo Parish, Louisiana.*

STATE OF LOUISIANA, *Parish of Caddo, ss:*

On this 21st day of April, 1885, before the subscriber, a district clerk in and for said county, personally came John R. Jones, to me well known to be the person who subscribed the foregoing application, who, being duly sworn, on his oath declares that he has not sold, assigned, nor in any way encumbered, the title to the tract of land described in said application, and that the same has not become a matter of record, except as shown by the accompanying evidence.

JNO. R. JONES.

Subscribed and sworn before me this 21st day of April, A. D. 1885.

[SEAL.] W. P. FORD,
*Clerk of First Judicial District Court of Louisiana.*

*To the Commissioner of the General Land Office:*

75 SIR: I hereby make application for repayment of the purchase money paid on entry of the east half of the southeast quarter of section 18, township 8 N., range 8 W., La. meridian, as per certificate No. 18114, issued at Natchitoches, bearing date the 12th day of March, 1881.

JNO. R. JONES,
*Shreveport, Caddo Parish, Louisiana.*

STATE OF LOUISIANA, *Parish of Caddo, ss:*

On this 21st day of April, 1885, before the subscriber, a district clerk in and for said county, personally came John R. Jones, to me well known to be the person who subscribed the foregoing application, who, being duly sworn, on his oath declares that he has not sold, assigned, nor in any way encumbered the title to the tract of land described in said application, and that the same has not become a matter of record, except as shown by the accompanying evidence.

JOHN R. JONES.

76 Subscribed and sworn before me this 21st day of April, A. D. 1885.

[SEAL.] W. P. FORD,
*Clerk of the First Judicial District Court of Louisiana.*

Repayment. Copy of deed from B. P. Lambertson to John R. Jones and Jones' application for repayment of purchase money of April 25, 1885.

77 *Act incorporating Texas and Pacific R. R.*

(Vol. 16, p. 573. March 3, 1871.)

No. 2391. An act to incorporate the Texas and Pacific R. R. Co., and to aid in the construction of said road and for other purposes.

SEC. 1. Be it enacted, etc., That Jno. C. Fremont and others and their successors are hereby created a body politic and corporate in fact and in law by the name, style, and title of the Texas Pacific R. R. Co., and by that name shall have perpetual succession, and shall be able to sue
78 and be sued, etc., etc., and the said corporation is authorized to lay out, construct, and enjoy a continuous railroad and telegraph line from a point at or near Marshall, Harrison County, Texas, to a point at or near El Paso, etc.

SEC. 9. That for the purpose of aiding in the construction of the railroad and telegraph line herein provided for, there is hereby granted to the said T. P. R. R. Co., its successors and assigns, every alternate section of public land, not mineral, designated by odd numbers to the amount of twenty alternate sections per mile on each side of said railroad line through the Territories of the United States and ten alternate sections of land on each side of said railroad in the State of California, where the same shall not have been granted, sold, reserved, or otherwise disposed of by the United States, and to which a preëmption or homestead claim may not have attached at the time the line of said road is definitely fixed. In case any of said lands shall have been sold, reserved, occupied, or pre-
79 empted, or otherwise disposed of, other lands shall be selected in lieu thereof, by said company, under the direction of the Secretary of the Interior, in alternate sections, and designated by odd numbers, not more than ten miles beyond the limits of said alternate sections first above named, and not including the reserved numbers.

The word "mineral," where it occurs in this act, shall not be held to include iron or coal: Provided, however, That no public lands are hereby granted within the State of California further than twenty miles on each side of said road, except to make up deficiencies, as aforesaid, and then not to exceed twenty miles from the lands originally granted.

And provided further, That all such lands so granted by this section to said company which shall not be sold or otherwise disposed, as provided in this act, within three years after the completion of the entire road, shall be subject to settlement and preëmption like other lands, at a price to be fixed by and paid to said company, not exceeding an average
80 of $2.50 per acre for all lands herein granted.

SEC. 22. That the New Orleans, Baton Rouge and Vicksburg Railroad Company, chartered by the State of Louisiana, shall have the right to connect with the T. P. R. R. at its eastern terminus; and that to aid its construction there is hereby granted to said company, it ssuccessors and assigns, the same number of alternate sections of public lands per mile in the State of Louisiana as are by this act granted in the State of California to said T. P. R. R. Co., and said lands shall be withdrawn from market, selected, and patents issued therefor and opened for settlement and preëmption upon the same terms and in the same manner and time as is provided for and required from said T. P. R. R. Company within said State of California: Provided, That said company shall complete the whole of said road within five years from the passage of this act.

81 82 *President's proclamation.*

(No. 856.)

Proclamation by the President of the United States.

In pursuance of an act of Congress of June 22,1876 (19 Stat., 73), I, Rutherford B. Hayes, President of the United States of America, do hereby declare and make known that a public sale of valuable Government lands will be held at the land office at Natchitoches, in the State of Louisiana, on Tuesday, April 13, 1880, at which time will be offered all

lands not previously disposed of in the undermentioned townships and parts of townships, viz:

North of base line and west of the Louisiana meridian:

Townships 1, 2, 3, 4, 5, 6, 7 8, 9, 10, 11, 12, and 13, range 4.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, range 5.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 6.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 23, range 7.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 8.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 9.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 10.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 11.

Townships 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 12.

Townships 5, 6, 7, 8, 11, 14, 15, 16, 19, 20, 21, 22, and 23, range 13.

Townships 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, 20, and 22, range 14.

Townships 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 15.

Townships 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, range 16.

Lands appropriated by law for the use of schools, military, or other purposes, or reserved for railroad purposes, will be excluded from the sale.

The offering of the above lands will be commenced on the day 83 84 appointed, and will proceed in the order in which they are tabulated in the lists of the sectional subdivisions until the whole has been offered and the sales thus closed, but the sale shall not be kept open longer than two weeks, and no private entry of any of the lands shall be admitted until the day after the close of the public offering. All lands held at double minimum price will be disposed of at not less than two dollars and fifty cents ($2.50) per acre, and all the lands held at minimum price will be disposed of at not less than one dollar and twenty-five cents ($1.25) per acre. Lists of sectional subdivisions are in the hands of the district officers, and will be open for the examination of those desiring to purchase.

Given under my hand, at the city of Washington, this 22d day of December, A. D. 1879.

R. B. HAYES,
*President of the United States.*

By the President:

J. M. ARMSTRONG,
*Acting Commissioner of the General Land Office.*

Notice to preëmption claimants.

Every person entitled to the right of preëmption to any of the lands within the townships and parts of townships above enumerated is required to establish*ed* the same to the satisfaction of the register and receiver of

the Natchitoches land office, and make payment therefor as soon as practicable after seeing this notice, and before the day appointed for the commencement of the public sale of the lands embracing the tract claimed; otherwise such claim will be forfeited.

No preëmption claim based on a settlement subsequent to the
85,86 date of this proclamation, and prior to the offering, will be recognized by the Government.

J. M. ARMSTRONG,
*Acting Commissioner of the General Land Office.*

(Folios 87 & 88—Diagram and explanation.)

89 *Letter of register & receiver to Jones et al., M'ch* 10, 1882.

UNITED STATES LAND OFFICE,
*Natchitoches, La., March* 10, 1882.

Messrs. JOHN R. JONES & CHAS. M. GREEN,
*Caddo Parish:*

SIRS: Under instructions from the Hon. Commissioner of the General Land Office, dated Dec. 13th, 1881, in the matter of certain cash certificates and receipts, Nos. 18115 & 18116, dated March 12th, 1881, I have to inform you that upon examination of said certificates the lands covered thereby are in even sections within the 20-mile limits of the N. O., Baton Rouge & V. Railroad, and were offered at public sale under the President's proclamation, No. 856, April 17, 1880, at $2.50 per acre, when, through mistake, you was charged only $1.25 per acre, as shown by the certificates alluded to above. Hence, inasmuch as the lands in question are held at $2.50 per acre. I am instructed to call upon you to make an additional payment of $1.25 per acre, and upon payment thereof the receiver will issue his receipts in duplicate with reference thereon.

Respectfully, yours, &,

L. DUPLEIX,
*Register.*

A true copy from the original.

W. E. RUSSELL,
*Register.*

90 *Letter of Dupleix, register, to Jones, Cowen, & Knowlton.*

L. Dupleix, reg. Letter of March 10, 1882, notifying John R. Jones & Chas. R. Greene of illegality of entry No. 18115 & 18116.

UNITED STATES LAND OFFICE,
*Natchitoches, La., M'ch 13th,* 1882.

Messrs. JOHN R. JONES, ED. P. COWEN, & S. G. KNOWLTON,
*Shreveport, La.:*

SIR: Under instructions from the Hon. Commissioner of the General Land Office, dated Dec. 13, 1881, in the matter of certain cash certificates and receipts, Nos. 18112, 18113, and 18114, dated March 12th, 1881, No. 18122 to 18127, incl., dated March 24th, 1881, and No. 18131, dated April 1, 1881, to you, I have to inform you that upon examination of

said certificates the lands covered thereby are in even sections, within 20-mile limits of the N. O., Baton Rouge and V. Railroad, and were offered at public sale under the President's proclamation, No. 856, April 17th and 20th, 1880, at $2.50 per acre, when through mistake, you were charged at $1.25 per acre, as shown by the certificates alluded to above. Hence, inasmuch as the lands in question are held at $2.50 per acre, I am
91 instructed to call upon you to make an additional payment of $1.25 per acre, and upon payment thereof the receiver will issue his receipt in duplicate with reference thereon.

Respectfully, yours, etc.,

L. DUPLEIX,
*Register.*

A true copy of the original.

W. E. RUSSELL,
*Register.*

92 *Letter of receiver to Jones, Cowen, and Knowlton.*

UNITED STATES LAND OFFICE,
*Natchitoches, La., May 16th, 1884.*

Messrs. JOHN R. JONES, ED. P. COWEN, and SAMUEL G. KNOWLTON,
*Shreveport, La.:*

GENTLEMEN: I enclose herewith, for your information, a copy of the decision of the Hon'l Secretary of the Interior, dated the 29th ult., on the appeal taken by Robert T. Gibbs, of Desoto Parish, La., from the decision of the Hon'l Commissioner of the General Land Office, on the application of said Gibbs, for the repayment of purchase money called for by cash entry No. 18058, upon the SW. ¼ of NE. ¼ W. ½ of SE. ¼ and SE. ¼ of SE. ¼ Sec. 6, T. 13 north, R. 14 W. within the 20-mile granted limits to the N. O. B. R. & V. R. R. in this land district. Cash entries Nos. 18112, 18113, 18114, 18122, 18123, 18124, 18125, 18126, and 18127, made by you on March the 12th and 24th, 1881, being effected by said decision, I enclose herewith application for repayment of the purchase money.

93 You will observe that an affidavit is required of you that you have not transferred or otherwise encumbered the title to the land. The affidavit must be made before either the register or myself or before a notary public or justice of the peace, or other officers authorized to administer oaths. When made before a notary public or justice of the peace, a certificate of official character is required. If the duplicate receipt has been lost or destroyed you must advertise it, giving notice of your intention to apply for repayment of the purchase money. This advertisement must be inserted weekly for 6 weeks in the vicinity of the land. A copy of the advertisement, with the affidavit of the publisher that it was inserted a requisite number of times, attached thereto, must accompany the appers. A certificate will also be required from the proper recording officer (clerk D. C. and ex officio recorder) showing that the same has not become a matter of record, and that there are no encumbrances to the title
94 of the land thereunder. Should you have caused the duplicate receipts to be recorded, a duly executed deed relinquishing to the United States all the right and claims to the lands under the entries must accompany the applications. This deed must be duly recorded, and a certificate must

also be produced from the clerk of court, etc., showing that said deed is so recorded, and that the records of his office do not exhibit any other conveyance or encumbrance of the title to the lands.

Very respectfully, your ob't sv't,

A. E. LEMEE,
*Receiver.*

U. S. LAND,
*Natchitoches, La., December* 18, 1886.

We hereby certify that the above is a true & correct copy of the original letter addressed to the above-named, as taken from our official letter-book.

W. E. RUSSELL,
*Register.*
A. E. LEMEE,
*Receiver.*

95 Enclosing copy of decision of the Hon'l Secretary of the Interior to John R. Jones, Ed. P. Cowen, & Sam'l G. Knowlton, also applications for repayments of purchase money.

*Letter of receiver to Jones & Green.*

UNITED STATES LAND OFFICE,
*Natchitoches, La., May* 16, '84.

Messrs. JOHN R. JONES & CHAS. M. GREEN,
*Shreveport, La.:*

GENTLEMEN: I enclose herewith, for your information, a copy of the decision of the Hon'l Secretary of the Interior, dated the 29th ult., on the appeal taken by Robert T. Gibbs, of De Soto Parish, La., from the decision of the Hon'l Commissioner of the General Land Office, on the application of said Gibbs for the repayment of pur. money called for by least entry No. 18058, upon the SW. ¼ of NE. ¼, W. ½ of SE. ¼ and SE. ¼ of SE. ¼ Sec. 6, T. 13 north, R. 14 W., within the 20-mile granted limits to the N. O. B. R. & V. R. R., in this district. Cash entries Nos. 18115, 18116, made by you on March the 12th, 1881, being affected by
96 said decision. I enclose herewith application for repayment of the purchase money. You will observe that you have not transferred or otherwise encumbered the title to the land. The affidavit must be made before either the register or myself, or before a notary public or justice of the peace, or other officers authorized to administer oaths. When made before a notary public or justice of the peace, a certificate of official character is required. If the duplicate receipt has been lost or destroyed you must advertise it, giving notice of your intention to apply for repayment of the purchase money. This advertisement must be inserted weekly for 6 weeks in the vicinity of the land. A copy of the advertisement, with the affidavit of the publisher that it was inserted a requisite number of times, attached thereto, must accompany the papers. A certificate
97 will be required from the proper recording officer (clerk D. C. and ex officio recorder) showing that the same has not become a matter of record, and that there are no encumbrances to the title of the

land thereunder. Should you have caused the duplicate receipts to be recorded, a duly executed deed relinquishing to the United States all the right & claims to the lands under the entries must accompany the application. This deed must be duly recorded, and a certificate must also be produced from the clerk of court, &c., showing that said deed is so recorded, and that the records of his office do not exhibit any other conveyance or encumbrance of the title to the lands.

Very respectfully, your ob't s'v't,

A. E. LEMEE,
*Receiver.*

U. S. LAND OFFICE,
*Natchitoches, La., December* 18, '86.

We hereby certify that the above is a true and correct copy of
98 the original letter addressed to the above-named, as taken from our official letter-book.

W. E. RUSSELL,
*Register.*
A. E. LEMEE,
*Receiver.*

Enclosing copy of decision of the Hon'l Secretary of the Interior to John R. Jones and Chas. M. Greene; also application for repayment of purchase money.

*Letter of Comm. to register & receiver.*

["C," vol. 3, p. 57. Copy, 1884-91818. J. L. W., S. W. E.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Sept.* 17, 1884.

REGISTER AND RECEIVER,
*Natchitoches, La.:*

GENTLEMEN: I am in receipt of the receiver's letter of the 6th inst. transmitting the applications of John R. Jones (assignee) for the return of the purchase money paid in the cases of private cash entries Nos. 18152 to 18158, inclusive, in the name of James A. Hill.

99 The aforesaid entries are illegal, the lands involved having been sold at $1.25 per acre instead of $2.50 per acre, the price thereof, and are this day canceled on the files and records of this office. Note the cancellations on your records and report the fact to this office in the usual way.

The matter of the return of the purchase money in question will be made the subject of another letter.

Very respectfully,
(Signed) N. C. MCFARLAND,
*Commissioner.*

U. S. LAND OFFICE,
*Parish of Natchitoches.*

Personally came and appeared before me, the undersigned authority, William E. Russell, register, and Alexis E. Lemee, receiver of the U. S

land office, who, after being duly sworn, depose and say that the above is a true and correct copy of the original letter from the Commissioner of the General Land Office of record in their office.

W. E. RUSSELL,
*Register.*

Sworn to and subscribed before me this 25th day of July, A. D. 1887.

100 W. E. RUSSELL,
*Register.*
A. E. LEMEE,
*Receiver.*

CHARLES V. PORTER,
*Notary Public,*
*Parish of Natchitoches, La.:*

Commissioner. Sept. 17, 1884. Directing the cancellation of cash entries Nos. 18152 to 18158, inclusive, in the name of James A. Hill. Entries canceled and letter answered Sept. 24, 1884. Copy.

101 *Letter of R. & R. to Com'r Gen'l Land Office.*

UNITED STATES LAND OFFICE,
*Natchitoches, La., June* 11, 1885.

HON'L COMMISSIONER GEN'L LAND OFFICE:

SIR: I have the honor to transmit herewith the following papers, viz:

First. Receiver's cash receipts Nos. 18102, 18112, 18113, 18114, 18115, 18116, 18122, 18123, 18124, 18125, 18126, and 18127, with relinquishment in due form of John R. Jones, transferee, of the lands therein.

2nd. Copy of the act of transfer from David Pierson to John R. Jones & Chas. M. Greene, of the land described in receipt 18102.

3rd. Copy of title, deed, & sale from Chas. M. Greene to John R. Jones to land described in receipts Nos. 18102, 18115, & 18116.

4th. Copy of title, deed, & sale from Edward P. Cowen to Jones to land described in receipts Nos. 18112, 18113, 18114, 18122, 18123, 18124, 18125, 18126, & 18127.

5th. Copy of title, deed, & sale from Samuel G. Knowlton to Jones to the same land in deed from Cowen to Jones.

102 6th. Copy of title, deed, & sale from John R. Jones to the United States to the land described in all the enclosed receipts.

7th. Application of John R. Jones for repayment of the pur chase money paid on these various lands, as appears by the receipts, amounting to $\$4,133\frac{39}{100}$.

From enclosed deeds (which appear to be in legal form) John R. Jones, the applicant, is entitled to the purchase money. These tracts are in even sections within the grant of March 3rd, 1871 (16 Stat., 579), to the New Orleans, Baton Rouge & Vicksburg R. R. Co., and were offered April 23d, 1880, & are rated at $2.50 per acre, but the local officers, through error, sold them at $1.25 per acre, & are of the same status as cash entry No. 18058, Robert T. Gibbs, decided by the Hon'l Secretary of the Interior April 29, 1884, & reported in 11th Copp's L. O., p. 60.

Very respectfully,

A. E. LEMEE,
*Receiver.*

U. S. LAND OFFICE,
*Natchitoches, La., December* 18, 1886.

103 We hereby certify that the above is a true and correct copy of the original letter addressed to the above-named as taken from our official letter book.

W. E. RUSSELL,
*Register.*
A. E. LEMEE,
*Receiver.*

Transmitting copies of title deeds of sale of Chas. M. Greene et al. to John R. Jones, and application for repayment of purchase money on cash entries Nos. 18112, 18113, 18114, 18122, 18123, 18124, 18125, 18126, and 18127.

*Letter of Com'r Gen'l Land Office to register & receiver.*

["C," 3—214. Copy, 1885–59973. M. I. P., S. W. S. W. O. C.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., June* 29, 1885.

REGISTER AND RECEIVER,
*Natchitoches, La.:*

GENTLEMEN: I am in receipt of your letter of the 11th inst. transmitting applications for repayment of purchase money in the cases of cash entries Nos. 18102, 18112, 18113, 18114, 18115, 18116, 18122,
104 18123, 18124, 18125, 18126, and 18127. Said entries are illegal, for the reason that $1.25 per acre was paid for the land involved instead of $2.50, the proper price thereof, and they are, therefore, this day canceled on the files and records of this office. Note the cancellation on your records and report the fact to this office.

The matter of repayment of purchase money will form the subject of a separate letter.

Very respectfully,
(Signed) L. HARRISON,
*Ass't Commissioner.*

STATE OF LOUISIANA,
*Parish of Natchitoches:*

Personally came and appeared before me, the undersigned authority, William E. Russell, register, and Alexis E. Lemer, receiver, U. S. Land Office, who, after being by me first duly sworn, depose and said: That the above is a true and correct copy of the original letter from the Commissioner of the General Land Office of record in their office.

W. E. RUSSELL,
*Register.*
A. E. LEMER,
*Receiver.*

105 Sworn to and subscribed before me this 25th of July, A. D. 1887.
[SEAL.] CHAS. V. PORTER,
*Notary Public, Parish of Natchitoches, La.*

Commissioner, June 29, 1885, cancelling following cash entries: 18102, 18112, 1813, 18114, 18115, 18116, 18122, 18123, 18124, 18125, 18126, and 18127. Reported July 3, 1885. Copy.

*Letter Com'r Gen'l Land Office to register & receiver.*

["M." Copy. W.O.C. W.G. T.G. R.W.W.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Aug. 5, '85.*

REGISTER AND RECEIVER, *Natchitoches, La.:*

GENTLEMEN: In reply to your letter of the 6 ult., respecting the claim of John R. Jones for repayment of purchase money paid per cash receipt No. 18102, amounting to 198.67, I have to state that the papers in connection with the case were, under this date, transmitted to the Treasury Department for final settlement, and draft in payment thereof
106 requested to be remitted to him at Shreveport, La.

Very respectfully,

WILLIAM WALKER,
*Acting Commissioner.*

Commissioner, August 5, 1885. Advice of refunding purchase money paid in cash entry No. 18102, in the name of John R. Jones.

["M." T.G. W.G. W.O.C.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Aug. 5, 1885.*

REGISTER AND RECEIVER, *Natchitoches, La.:*

GENTLEMEN: In reply to your letter of the 6 ult., respecting the claim of John R. Jones for repayment of purchase money paid per cash receipt No. 18112, amounting to $501.56, I have to state that the papers in connection with the case were, under this date, transmitted to the Treasury Department for final settlement, and draft in payment thereof
107 requested to be remitted to him at Shreveport, La.

Very respectfully,

WILLIAM WALKER,
*Acting Commissioner.*

Commissioner, August 5, 1885. Advice of refunding of purchase money paid on cash entry No. 18112, in the name of Jno. R. Jones.

*Letter Com. Gen'l Land Office to register & receiver.*

["M." W.G. W.O.C. T.G. R.W.H.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Aug. 5, 1885.*

REGISTER AND RECEIVER, *Natchitoches, La.:*

GENTLEMAN: In reply to your letter of the 6 ulto., respectfully the claim of John R. Jones for repayment of purchase money paid per cash

receipt Nos. 18113 and 18114, amounting to $145.91, I have to
108 state that the papers in connection with the case were, under this date, transmitted to the Treasury Department for final settlement, and draft in payment thereof requested to be remitted to him at Shreveport, La.

Very respectfully,

(Signed) WILLIAM WALKER,
*Acting Commissioner.*

Commissioner, August 5, 1885. Advice of refunding of purchase money paid on cash entries Nos. 18113 and 18114, in the name of John R. Jones.

109 *Letter Com'r Gen'l Land Office to register & receiver.*

["M." Copy. W. O. C. T. Y. U. G. R. W. M.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Aug. 5, 1885.*

REGISTER AND RECEIVER, *Natchitoches, La.:*

GENTLEMEN: In reply to your letter of the 6th ult. respecting the claim of John R. Jones for repayment of purchase money paid per cash receipt Nos. 18115 and 18116, amounting to $788.26, I have to state that the papers in connection with the case were, under this date, transmitted to the Treasury Department for final settlement, and draft in payment thereof requested to be remitted to him at Shreveport, La.

Very respectfully,

(Signed) WILLIAM WALKER,
*Acting Commissioner.*

Commissioner. August 5, 1885. Advice of refunding purchase money for cash entries Nos. 18115 and 18116 in the name of John R. Jones.

110 *Letter of Com'r Gen'l Land Office to register & receiver.*

["M." Copy. W. O. C. T. Y. U. G. R. W. M.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Aug. 5, 1885.*

REGISTER AND RECEIVER, *Natchitoches, La.:*

GENTLEMEN: In reply to your letter of the 6th ult., respecting the claim of John R. Jones for repayment of purchase money paid for cash receipts Nos. 18122, 18123, 18124, 18125, 18126, and 18127, amounting to $2,498.99, I have to state that the papers in connection with the case were, under this date, transmitted to the Treasury Department for final settlement, and draft in payment thereof requested to be remitted to him at Shreveport, La.

Very respectfully,

(Signed) WILLIAM WALKER,
*Acting Commissioner.*

Commissioner. August 5, 1885. Advising of refunding of purchase money paid in cash entries Nos. 18122 to 18127, inclusive, in the name of John R. Jones.

111 *Letter Com'r Gen'l Land Office to register & receiver.*

["P." 1886. 73707. C. A. B. A 7. J. W.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., Sept.* 8, 1886.

REGISTER AND RECEIVER,
*Natchitoches, La.:*

GENTLEMEN: James H. Hankins made homestead entry No. 2418, December 1st, 1882, of the NE.¼ NW.¼, sec. 30, T. 8 N., R. 8 W., Louisiana meridian.

On July 2nd, 1886, Special Agent T. J. Hickman reported that he had made a personal examination of said tract and found a small frame house worth $50.00, built by entryman, and 8 acres cleared, fenced, and cultivated by J. S. Jones, to whom claimant sold the house in the fall of 1883; that Hankins settled on his claim about date of entry, but abandoned it within twelve months; and further, that he evidently made the entry for the timber, which he has sold to mill men standing.

Said entry is accordingly held for cancellation.

You will give claimant due notice of this action, informing him of the nature and substance of the special agent's report, as set forth above, and advising him that he will be allowed sixty days in which to apply
112 for a hearing, to show cause why his entry should be sustained in accordance with circular instructions of July 31, 1885; & that if he fails to show cause why his entry should be sustained the same will be finally canceled.

Respectfully,
(Signed.) S. M. STOCKSLAGER,
*Acting Commissioner.*

U. S. LAND OFFICE,
*Natchitoches, La., December* 18, 1886.

We do hereby certify that the above is a true and correct copy of the original letter on file in our office.

W. E. RUSSELL,
*Register.*
A. E. LEMEE,
*Receiver.*

Commissioner. Sept. 8, 1886. Holding for cancellations. H. E. No. 2418. James H. Hankins, on report of Special Agent T. J. Hickman. Party notified by receiver Sept. 14, 1886.

113 *Letter of receiver to Jas. H. Hankins.*

U. S. LAND OFFICE,
*Natchitoches, La., September* 14, /86.

JAMES H. HANKINS, Esq.,
*Provincal, La.:*

SIR: On December 1st, 1882, you made homestead entry No. 2418 of the NE.¼ of NW.¼, sec. 30, T. 8 N., R. 8 W., La. Mer.

On said date you made affidavit, alleging that your application No. 2418 was made for the purpose of actual settlement and cultivation. On

July 2nd, 1886, special timber agent T. J Hickman reported that he had made a personal examination of said tract and found a small frame house worth $50.00 built by you, and about 8 acres cleared, fenced, and cultivated by J. S. Jones, to whom you sold the house in the fall of 1883, that you settled on your claim about date of entry but abandoned it within twelve months; and further, that you evidently made the entry for the timber which you have sold to mill men, standing.

114 In accordance with instructions of the Hon. Commissioner of the General Land Office, as contained in his letter of initial "P," dated the 8th September, 1886, and for the reasons herein mentioned, you are hereby notified that your homestead entry No. 2418 is held for cancellation. You are allowed sixty days in which to apply for a hearing to show cause why your entry should be sustained. Your application for hearing, if made within the time specified, must be accompanied by your sworn statement setting forth specifically the ground of your defense & what you expect to prove at such hearing. You must also make oath that your application is made in good faith and not for the purpose of delay.

In case you authorize an attorney to appear for you, your authority therefor must be written.

If no appeal is taken, or you fail to show cause why your entry should be sustained, the same will be finally canceled.

115 Very respectfully,

A. E. LEMEE,
*Receiver.*

U. S. LAND OFFICE,
*Natchitoches, La., December 18th, '86.*

We hereby certify that the above is a true & correct copy of the original letter addressed to the above named as taken from our official letter-book.

W. E. RUSSELL,
*Register.*
A. E. LEMER,
*Receiver.*

Notifying James H. Hawkins of his right to apply for a hearing and allowed sixty days.

*Letter of receiver to Comr. Genl. Land Office.*

U. S. LAND OFFICE,
*Natchitoches, La., December 20th,* 1886.

Hon'l COMMISSIONER GENERAL LAND OFFICE:

SIR: Referring to your office letter of Division P, dated Dec. 2, 1885, holding for cancellation James H. Hawkins' Homestead Entry No. 2418, made December 1st, 1882, upon the NE.¼ of NW.¼, sec. 30, T. 8 N., R. 8 W., La., upon the report of Special Agent T. J. Hickman, I have the honor to report that on Sept. 14, 1886, James H. Hawkins

116 was notified by us of the contents of your said letter and allowed sixty days in which to apply for a hearing or to show cause why his entry should be sustained.

No response to said letter has been received from the party notified. I enclose herewith postmaster's receipt for the letter, also the return letter addressed to the party.

Upon inquiry from neighbors of Jas. H. Hawkins, I have been informed that his whereabouts are unknown.

Very respectfully,

A. E. LEMER,
*Receiver.*

U. S. LAND OFFICE,
*Natchitoches, La., December* 18, '86.

We certify that the above is a true & correct copy of the original letter as taken from our official copy-book.

W. E. RUSSELL,
*Register.*

_____ _____,
*Receiver.*

Copy of letter to Commissioner relative to the H. E. 2418, being held for cancellation & transmitting P. M. receipt, &c., for letter addressed to the party.

| | |
|---|---|
| The west half the SE.¼ & S.½ of NE.¼ of sec. 4, T. 7, R. 8, containing | 557.72 acres. |
| Section 6, T. 7, R. 8 | 626.29 acres. |
| W.½ SE.¼ & W.½ of NE.¼ of sec. 8, T. 7, R. 8, containing | 556.95 " |
| All of sec. 10, T. 7 (seven), R. 8 | 636.60 " |
| 117 S.½ & S.½ of N.½ of sec. 8, T. 8, R. 8 | 476.73 acres. |
| SE.¼, E.½ of SW.¼, & N.½ of NW.¼ of sec. 26, T. 8, R. 8 | 318.52 " |
| N.½ of N.½, S.½ of NE.¼, and W.½ of SE.¼, sec. 18, T. 8, R. 8 | 307.62 " |
| Total | 3,408 acres. |
| N.½ of NE.¼ & SW.¼ of NE.¼, and all of NW.¼ & N.½ of SW.¼ & SW.¼ of SW.¼, sec. 24, T. 8, R. 9 | 401.25 |
| SE.¼ of SW.¼ of sec. 36, T. 8, R. 8 | 39.83 |
| E.½ of SE.¼ of sec. 18, T. 8, R. 8 W. | 76.90 |
| N.½ of NE.¼, & E.½ of NW.¼ of sec. 2, T. 5, R. 4 | 155.26 |
| S.½, sec. 10; NW.¼, sec. 10, T. 5, R. 4, containing | 483.05 |
| S.½, sec. 20, T. 6, R. 4 | 319.27 |
| All of sec. 28, T. 6, R. 4 | 640.72 |
| N.½ of sec. 6, T. 5, R. 4 | 320.90 |
| North ½, NE.¼, sec. 36, T. 9, R. 11 | 80.02 |
| | $2,517.19 acres. |
| Situated in the parishes of Natchitoches and Rapides: | |
| Also NW.¼, sec. 32, T. 8, R. 6 | 158.94 |
| S.½ & NE.¼, sec. 32, T. 8, R. 8 | 476.82 |
| S.½ of S.½, sec. 30, T. 8, R. 8 | 153.79 |
| Total | 3,306.74 acres. |

118 STATE OF LOUISIANA,
*Parish of Natchitoches:*

I certify that I have examined the assessment rolls of this parish from 1881 to 1886, inclusive, for the assessment of the property above described, and that I have failed to find & do not find any of said property assessed, during the years mentioned, to either John R. Jones, E. P. Cowen, S. G. Knowlton, or C. M. Green, except on the roll of 1884 I

find J. R. Jones & C. M. Greene ass'ed with all of Sec. 32, T. 8,
119 R. 8, containing 640 acres, valued at $640.00; and on the roll of 1885 I find John R. Jones assessed with 3,286.74 acres, described as follows:

NW.¼, sec. 32, S.½ NE.¼, sec. 32; S.½ of S.½ of sec. 30, T. 8, R. 8; N.½ of NE¼, SE.¼ of NE.¼ NE.¼; N½ of SW.¼ & SW.¼ of SW.¼ of sec. 24, T. 8, R. 9; SE.¼ of SW.¼, sec. 36; E.½ of SE.¼, sec. 18, T. 8, R. 8; sec. 20, T. 6, R. 4; all of sec. 28, T. 6, R. 4; N.½ of sec. 6, T. 5, R. 4; N.½ of NE.¼, sec. 36, T. 9, R. 11; all of sec. 8, & NW.¼ of NW.¼ of sec. 19, T. 8, R. 8.

In testimony of which witness my hand & official seal this 24th February, 1887.

[SEAL.]

JOHN A. BARLOW,
*Dy. Clk. D. C., &c.*

*Letter of Acting Atty. Gen. to as. dist. atty., Mr. M. S. Jones.*

[N. T. N. R.]

[In any further correspondence on this subject quote the above initials.]

File No. 7730, 1886.] DEPARTMENT OF JUSTICE,
*Washington, D. C., August 9, 1887.*

M. S. JONES, Esq.,
*United States Attorney, Shreveport, La.:*

120 SIR: In reply to the inquiry contained in your report of the 14 ultimo, relative to the case of the United States vs. George Freeman and Company, you are informed that the action of the register of the United States land office at Natchitoches in accepting title from J. R. Jones was illegal, unauthorized, and nugatory, and the United States can not thereby be estopped from pursuing Jones for his trespass upon the public domain.

Respectfully,

GEO. A. JENKS,
*Acting Attorney-General.*

121 *Bill of Exceptions.*

United States circuit court, 5th circuit & western district of La.

UNITED STATES
*vs.*
JOHN R. JONES ET AL. } No. 149.

Be it remembered, that on the trial of the above entitled & numbered cause, the plaintiffs offered to prove by Thomas J. Hickman, United States timber agent, and other competent witnesses, that subsequent to the receipt by the defendants of the letter from the register and receiver of the land office of the United States at Natchitoches, Louisiana, notifying said defendants, and particularly John R. Jones, of the refusal of the General Land Office & the Commissioner thereof to recognize the validity of the entries made by Jones, Cowan, Knowlton, Green, & Hill of the lands described in the petition at the price of one dollar & twenty-five cents per acre, and of the fact that said lands were held at two dollars and fifty cents per acre, & demanding the payment of the additional one dollar and twenty-five cents per acre, copies of said letters filed in evidence &

marked ——, the said defendants had gone upon said lands and cut and removed therefrom, as well as from the abandoned homestead entry
122 of F. M. Hanleim, a large amount of timber, the amount & value of same before and after manufactured into lumber, and that defendants had hauled same to their mill and had manufactured same into lumber and disposed of it to the general public & for their own use & benefit, in accordance with the averments of plaintiff's petition, to the reception of which evidence defendants by counsel objected and which objection was sustained by the court & the evidence excluded for the following reasons, viz:

In this case it was shown by plaintiff that the lands in question were public lands and the land officer at Natchitoches was fully authorized them to defendants for ($2.50) two dollars and a half per acre; that he, in error as to the location and price of the lands, allowed defendants to buy them at $1.25 per acre, and defendants pleads and shows, by way of an estopel, a certificate showing description of the lands and acknowledging receipt of the purchase price at $1.25 per acre, upon which receipt or certificate a demand for a patent could be predicated; that no one in the transaction is charged with fraud.

The court sustained objections to evidence to prove the trespass
123 or cutting of timber by defendants to whom said certificate had been given, because the acts of the land officer, who sold the land in error as to the location and price fixed by the Government, were not wholly ultra vires as to defendants; that defendants having in good faith paid the $1.25 per acre as demanded by land officer, became vested with an ownership in or right in some degree to the land, which forbids the Government to treat him as a naked trespasser; that the Government can not proceed against defendants until said right or ownership in the land, whatever may be its degree or character, has been judicially put at issue and defendant has been divested of whatever right he acquired by the transaction with the land office; that the land officer was fully authorized to sell the public lands of which the lands in question were a part; he was authorized to sell same according to location at $1.25 per acre and others at $2.50 per acre. He thought the land in question was held at $1.25 per acre; under that error he gave defendants the certificate.

It may be the Government on this matter as to the price is correct, but the effect of the transactions between the land officer and de-
124 fendants, I think, requires the Government to put at issue and successfully maintain in proper judicial proceedings, the facts as to the error of the land officer; defendants having had an opportunity of defending their rights therein, before the Government can hold defendants liable for the timber claimed in this pending suit.

Whereupon the court instructed the jury to find for defendants, to which ruling of the court, excluding said testimony, and to the charge to the jury, plaintiff by counsel excepted and tendered this his bill of exceptions, which was accordingly signed and made the order of the court.

Oct. 7th, A. D. 1889.

ALECK BOARMAN,
*Judge.*

(Endorsed:) No. 149. United States vs. John R. Jones et al. Bill of exceptions. Filed Oct. 7th, 1889. J. B. Beattir, clerk.

125 *Citation to John R. Jones, & marshal's returns.*

The United States of America, circuit court of the United States, western district of Louisiana.

The President of the United States to John R. Jones, esqr., of Shreveport, La., greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States to be holden at the city of Washington, D. C., on the 2nd Monday of October, 1889, pursuant to a writ of error and order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and the western district of Louisiana wherein the United States is plaintiff and George Freeman and John R. Jones are defendants, to show cause, if any there be, why the judgment rendered against the said United States, as in said writ of error and order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 12th day of October, in the year of our Lord one thousand eight hundred and eighty-nine.

[SEAL.] ALECK BOARMAN,
*Judge.*

On this 14th day of October, in the year of our Lord one thousand eight hundred and eig*thy*-nine, personally app'ared John Vigneaux, United States marshal for the western district of Louisiana, before me, the subscriber, J. B. Beattie, clerk of the United States circuit court, 5th circuit and western district of Louisiana, and mak's oath that he delivered a true copy of the within*g* citation to George Freeman, one of the defendants in the case of the United States vs. Gorge Freeman and John R. Jones, No. 149 on the docket of the United States circuit court, western district of Louisiana, by handing the same to him in person at his office in the city of Shreveport, La., on this the 14th day of October, A. D. 1889, at 12 o'clock noon.

JOHN VIGNEAUX,
*U. S. Marshal for the Western District of La.*

Sworn to and subscribed before me this the 14th day of October, A. D. 1889.

[SEAL.] J. B. BEATTIE,
*Clerk.*

(Indorsed:) United States circuit court, western district of Louisiana. No. 149. United States vs. George Freeman & John R. Jones. Citation of appeal. Marshal's return.

126 *Citation of appeal to Geo. Freeman, & marshal's returns.*

The United States of America, circuit court of the United States, western district of Louisiana.

The President of the United States to George Freeman, esqr., of Shreveport, La., greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States to be holden at the city of Washington, D. C., on the 2d Mon-

day of October, 1889, pursuant to a writ of error and order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and western district of Louisiana, wherein the United States is plaintiff and George Freeman and John R. Jones are defendants, to show cause, if any there be, why the judgment rendered against the said United States, as in said writ of error and order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 12th day of October, in the year of our Lord one thousand eight hundred and eighty-nine.

[SEAL.] ALECK BOARMAN,
*Judge.*

On this 14th day of October, in the year of our Lord one thousand eight hundred and eig*thy*-nine, personally app'ared John Vigneaux, United States marshal for the western district of Louisiana, before me, the subscriber, J. B. Beattie, clerk of the United States circuit court, 5th circuit and western district of Louisiana, and mak's oath that he delivered a true copy of the with*ing* citation to John R. Jones, one of the defendants in the case of the United States vs. George Freeman and John R. Jones, No. 149 on the docket of the United States circuit court, western district of Louisiana, by handing the same to him in person, at his office in the city of Shreveport, La., on this the 14th day of October, A. D. 1889, at 12 o'clock noon.

JOHN VIGNEAUX,
*U. S. Marshal for the Western District La.*

Sworn to and subscribed before me, this the 14th day of October, A. D. 1889.

J. B. BEATTIE,
*Clerk.*

(Indorsed :) United States circuit court, western district of Louisiana, No. 149. United States vs. George Freeman & John R. Jones. Citation of appeal. Marshal's return.

127 *Clerk's certificate.*

United States of America, circuit court of the United States, fifth circuit and western district of Louisiana.

Clerk's office.

I, J. B. Beattie, clerk of the circuit court of the United States for the fifth circuit and western district of Louisiana, do hereby certify that the foregoing pages contain and form a full, complete, true and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of the United States vs. George Freeman and John A. Jones, No. 149 of the docket of the said court.

Witness my hand and the seal of said court, at the city of Shreveport, this 12th day of October, A. D. 1889.

[SEAL.] J. B. BEATTIE, *Clerk.*

I, Aleck. Boarman, United States judge for the western district of Louisiana, do certify that J. B. Beattie, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and western district of Louisiana, was at the time of signing said certificate, and is now the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of Shreveport, La., in said district, this 12th day of October, A. D. 1889.

ALECK BOARMAN,
*Judge.*

(Indorsed on cover:) No. 262. The United States, plaintiff in error, vs. John R. Jones and George Freeman. Filed October 22, 1889. W. Louisiana, C. C. U. S.

149 U.S. 262

Office Supreme Court U. S.
FILED.
APR 28 1893
JAMES H. McKENNEY,
CLERK

# In the Supreme Court of the United States.

OCTOBER TERM, 1892.

THE UNITED STATES, PLAINTIFF in error,
*vs.*
JOHN R. JONES AND GEORGE Freeman.
No. 262.

*IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.*

**BRIEF FOR THE UNITED STATES.**

# In the Supreme Court of the United States.

OCTOBER TERM, 1892.

THE UNITED STATES, PLAINTIFF in error, *vs.* JOHN R. JONES AND GEORGE Freeman. } No. 262.

*IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.*

## BRIEF FOR THE UNITED STATES.

### STATEMENT.

This case is brought up by writ of error addressed to the circuit court of the United States for the western district of Louisiana, and the subject-matter arises out of an alleged timber trespass charged to have been committed by the defendants in error upon public lands.

The petition initiating the suit below was filed February 21, 1887, and represents that the defendants,

George Freeman and John R. Jones, residents of Caddo Parish, Louisiana, from 1881 to 1885, inclusive, composed the commercial firm of George Freeman & Co., sawmill operators and lumber dealers, domiciled at Shreveport, in said parish; and were, during said years, operating a sawmill at and near Provincal, in Natchitoches Parish, and did knowingly, willfully, without any lawful right or authority, in bad faith, and in violation of law, go upon and trespass on the public lands of the United States, to wit, S. ½ of S. ½ and NE. of NW. ¼ of sec. 30; and E. ½ and N. ½ of NW. ¼ of sec. 18, T. 8 N., R. 8 W.; and N. ½ of NE. ¼, and SW. ¼ of NE. ¼, and NW. ¼ and N. ½ of SW. ¼, and SW. ¼ of SW. ¼ of sec. 24, T. 8 N., R. 9 W., Natchitoches land district, and in the western judicial district of Louisiana; and upon said lands did cut and cause to be cut 3,200 pine trees, the property of the United States, and removed the same to their said sawmill and sawed and manufactured the same into lumber, which said Freeman & Co. sold to the general public and otherwise appropriated to the use and benefit of said company and that of said Freeman and Jones.

It is further represented that said Freeman & Co. obtained from said trees an aggregate of 1,600,000 feet of lumber, board measure, worth $10 per 1,000 feet, or $16,000, and it is alleged that said defendants are liable therefor, "jointly and in solido, unto the United States, with interest on said sum *. Petitioners allege amicable demand without avail."

Judgment for $16,000 is prayed for, with interest and costs. (Rec., pp. 1, 2.)

July 20, 1887, the defendants filed their "answer and plea of estoppel" (p. 3), by which they "admit that they did cut and convert into lumber a considerable quantity of timber, or trees, from a portion of the lands described in plaintiffs' petition during parts of the years 1882 and 1883 and prior to July, 1884," but they deny that they cut the quantity claimed or that it was worth the sum charged against them in said petition.

The defendants then allege that plaintiffs are estopped from maintaining the suit upon grounds set forth as follows:

> Further answering, respondents specially aver that at the time the timber was so cut by them they were the owners and possessors in good faith of the said lands, this respondent, Jno. R. Jones, having purchased them bona fide from the Government of the United States, paid therefor in cash, to the proper officers of the United States land office at Natchitoches, the price per acre charged and asked therefor, and rescind a receiver's receipt in due form.
>
> That in good faith, by virtue of their rights as owners and purchasers of said land, they took possession of same and used it as their own. That from the date of said purchase up to about the —— day of ———, 1883, they had no knowledge of or intimation from the Government or its officers that said entries of land were held or claimed to be irregular or in any way invalid. That at about said date they were informed through the land office at Natchitoches that the Land Department at Washington claimed that the price charged and paid for the said lands, viz, $1.25 per acre, was not sufficient, and that the price of said lands was $2.50 per acre, which should have

been paid at the date of entry, and further demanding from respondent, Jones, the additional price of $1.25 per acre for all of said lands, or that at his option he might return or reconvey said lands to the Government, and the amount paid by him therefor would be refunded or repaid to him.

That respondents, after submitting the question of their legal rights in the premises to counsel, and deliberating as to the option given therein, subsequently came to the conclusion, chiefly for the reasons of their inability to raise the additional sum in cash, to accept the proposition to reconvey the lands to the Government upon their refunding the price originally paid for the entry of said lands; that accordingly the said lands were sold or reconveyed to the United States by respondent, Jones, on the dates shown in the annexed deeds filed therewith. They specially aver that the Government and its officers demanded and exacted from respondent, Jones, as a condition precedent to a return of the price paid by him for said lands, that he should sell and convey same by warranty deeds to the United States free of incumbrances, and should exhibit certificates from the recorders of the parishes in which said lands lay showing that he had not alienated or incumbered same during the time he owned and possessed it. By all of which acts and declaration of the United States and its officers plaintiff is estopped in this proceeding from claiming or attempting to show that from the date of said original entries until the sale or reconveyance back to it the United States was the owner of said lands and respondents were trespassers.

On February 28, 1889, the case was before the court for trial, and a jury was empaneled and sworn to try the same. On March 1 the plea of estoppel was argued and over-

ruled, and the jury, after hearing evidence and argument, and on March 2, returned the following verdict (p. 9):

> We find, as special facts, that defendants did cut, or caused to be cut, trees or timber logs from the land described in the petition.
>
> We find defendants cut, or caused to be cut, from said lands—number of trees cut, 6,400; that the trees averaged 250 feet to the tree.
>
> We find that the trees on said lands were worth as follows: 50 cents per thousand for standing trees; $1 per thousand for trees lying on the land cut for saw logs; $5 for timber per thousand at the mill.

Motion for a new trial filed on behalf of defendants, and same allowed (pp. 9, 10).

The case was afterwards tried before Judge Boarman and a jury (July 16, 1889), and the following verdict was returned (p. 11): "We, the jury, find a verdict for the defendants."

ASSIGNMENTS OF ERROR.

1. The court erred in refusing to receive as testimony in the case the evidence of Thomas J. Hickman and others, as set forth on pages 43 and 44 of the record.

2. The court erred in the ruling made during the trial of the case, and shown in the following extract from the bill of exceptions (pp. 42, 44), as follows:

> The plaintiffs offered to prove by Thomas J. Hickman, United States timber agent, and other competent witnesses, that subsequent to the receipt by the defendants of the letter from the register and receiver of the land office of the United States at Natchitoches, Louisiana, notifying said defendants,

and particularly John R. Jones, of the refusal of the General Land Office and the Commissioner thereof to recognize the validity of the entries made by Jones, Cowan, Knowlton, Green, and Hill of the lands described in the petition at the price of one dollar and twenty-five cents per acre, and of the fact that said lands were held at two dollars and fifty cents per acre, and demanding the payment of the additional one dollar and twenty-five cents per acre (copies of said letters filed in evidence and marked ——), the said defendants had gone upon said lands and cut and removed therefrom, as well as from the abandoned homestead entry of F. M. Hanleim, a large amount of timber, the amount and value of same before and after manufactured into lumber, and that defendants had hauled same to their mill, and had manufactured same into lumber and disposed of it to the general public and for their own use and benefit, in accordance with the averments of plaintiff's petition, to the reception of which evidence defendants, by counsel, objected, and which objection was sustained by the court and the evidence excluded for the following reasons, viz:

In this case it was shown by plaintiff that the lands in question were public lands, and the land officer at Natchitoches was fully authorized them to defendants for ($2.50) two dollars and a half per acre; that he, in error as to the location and price of the lands, allowed defendants to buy them at $1.25 per acre, and defendants plead and show, by way of an estoppel, a certificate showing description of the lands and acknowledging receipt of the purchase price at $1.25 per acre, upon which receipt or certificate a demand for a patent could be predicated; that no one in the transaction is charged with fraud.

3. The court erred in the ruling set forth as follows (p. 44):

> The court sustained objections to evidence to prove the trespass or cutting of timber by defendants, to whom said certificate had been given, because the acts of the land officer, who sold the land in error as to the location and price fixed by the Government, were not wholly ultra vires as to defendants; that defendants having in good faith paid the $1.25 per acre, as demanded by land officer, became vested with an ownership in or right in some degree to the land, which forbids the Government to treat him as a naked trespasser; that the Government can not proceed against defendants until said right or ownership in the land, whatever may be its degree or character, has been judicially put at issue, and defendant has been divested of whatever right he acquired by the transaction with the land office; that the land officer was fully authorized to sell the public lands of which the lands in question were a part; he was authorized to sell same according to location at $1.25 per acre, and others at $2.50 per acre. He thought the land in question was held at $1.25 per acre; under that error he gave defendants the certificate.

4. The court erred in ruling and deciding as follows (p. 44):

> It may be the Government on this matter as to the price is correct, but the effect of the transactions between the land officer and defendants, I think, requires the Government to put at issue and successfully maintain in proper judicial proceedings, the facts as to the error of the land officer, defendants having had an opportunity of defending their rights therein before the Government can hold defendants liable for the timber claimed in this pending suit.

5. The court erred in instructing the jury to find for the defendants (p. 44, foot).

6. The court erred in rendering judgment in favor of the defendants (p. 11).

POINTS.

The lands upon which the trespasses claimed upon, were made are all in township 8 north, range 8 west, and in the same township, range 9 west. This township is specified in the President's proclamation, and all lands thereof were to be sold at the double minimum price.

By the act of March 3, 1871 (16 Stat., 573), authority was given to build the Texas Pacific Railroad, and to incorporate a company to construct the same, and alternate sections of the public land, not mineral, to be designated by odd numbers, to the amount of twenty alternate sections per mile on each side of the railroad line, and so forth, were granted to aid in the construction of the road.

The following provision is set forth in section 9 of said act, viz:

> *And provided further*, That all such lands so granted by this section to said company which shall not be sold, or otherwise disposed of, as provided by this act, within three years after the completion of the entire road, shall be subject to settlement and preëmption like other lands at a price to be fixed by and paid to said company, not exceeding an average of $2.50 per acre for all lands herein granted. (Rec., pp. 29, 30.)

By section 22 it is provided that the New Orleans, Baton Rouge and Vicksburg Railroad Company shall

have the right to connect with the Texas Pacific Railroad Company at its eastern terminus, and receive,

> The same number of alternate sections of public lands per mile in the State of Louisiana as are by this act granted to said Texas Pacific Railroad Company, and said lands shall be withdrawn from market, selected, and patents issued therefor, and opened for settlement and preëmption, upon the same terms and in the same manner and time as is provided for and required from said Texas Pacific Railroad Company within the State of California. (Rec., p. 30; 16 Stat., 579.)

By the proclamation of the President, issued December 23, 1879, notice was given that a sale of valuable Government lands would be held at Natchitoches April 3, 1880, at which time certain specified townships would be sold. Such list designated township 8 north, range 8 west, and township 8 north, range 9 west, mentioned in the petition.

It is stated that lands appropriated by law for the use of schools, military, or other purposes, or reserved for railroad purposes, will be excluded from the sale.

It is stated also that all lands held at double minimum price will be disposed of at market price, at not less than $2.50 per acre, and all lands held at minimum price at $1.25 per acre. (Rec., p. 30, 31.)

An appended notice, signed by the Commissioner of the General Land Office, requires all entitled to the right of preëmption of lands enumerated in the proclamation to establish the same to the satisfaction of the register and receiver of the Natchitoches land office and make payment therefor, as stated, to avoid forfeiture. (Rec., pp. 31, 32.)

In view of the special enactments, and of the concluding clause of section 2357, R. S., which is:

> *Provided*, That the price to be paid for alternate reserved lands, along the line of railroads within the limits granted by any act of Congress, shall be $2.50 per acre;

It is manifest that the price at which the lands contained in township 8 north, range 8, and township 8 north, range 9, being within the 20-mile limits of the railroad land grant, was fixed at $2.50 per acre.

It is manifest, also, that any one obtaining from the Government any title to, or evidence of, ownership of such lands, at or for a less price per acre, acted in fraud of the statute and in violation of the law.

The following letter sent by the register to the defendant Jones *et al.* states the case (p. 32):

> *Letter of register and receiver to Jones et al., March 10, 1882.*
>
> UNITED STATES LAND OFFICE,
> *Natchitoches, La., March 10, 1882.*
>
> Messrs. JOHN R. JONES AND CHAS. M. GREEN,
> *Caddo Parish:*
>
> SIR: Under instructions from the Hon. Commissioner of the General Land Office, dated Dec. 13th, 1881, in the matter of certain cash certificates and receipts, Nos. 18115 and 18116, dated March 12th, 1881, I have to inform you that upon examination of said certificates the lands covered thereby are in even sections within the 20-mile limits of the N. O., Baton Rouge and V. Railroad, and were offered at public sale under the President's proclamation, No.

856, April 17, 1880, at $2.50 per acre, when, through mistake, you was charged only $1.25 per acre, as shown by the certificates alluded to above. Hence, inasmuch as the lands in question are held at $2.50 per acre, I am instructed to call upon you to make an additional payment of $1.25 per acre, and upon payment thereof the receiver will issue his receipts in duplicate with reference thereon.

Respectfully, yours, etc.,

L. DUPLEIX,
*Register.*

A true copy from the original.

W. E. RUSSELL,
*Register.*

A letter similar in import and effect, dated three days later and addressed by the register to Jones, Cowen, and Knowlton, appears upon the same page and relates to six additional specified entries.

It will be seen that these letters, in effect, give notice to those obtaining certificates of entry of lands described in the petition at the price of $1.25 per acre that such certificates were unauthorized, were issued by mistake, and were contrary to the statute applicable to the sale and purchase of such lands.

Said defendant Jones, therefore, was fully informed before or about the middle of March, 1882, that he had not acquired the certificate or the initiatory title to these lands by authority of or in accordance with law.

It is submitted that Jones was then chargeable with a knowledge of the law, and was not at liberty to go forward and commit waste upon these lands, and remove timber therefrom, and manufacture the same, and take (by himself or his firm) the profits and proceeds thereof.

## I.

THE COURT ERRED IN REFUSING TO RECEIVE THE TESTIMONY OFFERED AS DETAILED IN THE FIRST ASSIGNMENT OF ERROR.

It appears (Bill of Exceptions, p. 43) that the Government offered to prove "*that subsequent to the receipt by the defendants of the letter from the register and receiver*" (plainly referring to the notices (p. 32) above referred to and commented upon) "of the land office of the United States at Natchitoches, Louisiana, notifying defendants," etc.

> The said defendants had gone upon said lands and cut and removed therefrom, * * * a large amount of timber, the amount and value of same before and after manufacture into lumber, and that defendants had hauled same to their mill and had manufactured same into lumber, and had disposed of it to the general public, and for their own use and benefit *in accordance with the averments of plaintiff's petition.*

To the receipt of this offered evidence the defendants objected, and the court sustained the objection and excluded the evidence (p. 44).

The grounds stated by the court, upon which the exclusion was based, might have some force when applied to trees and timber taken *before* the letters of March 10 and 13, 1882, were sent, but, it is respectfully submitted, are entirely unavailing when applied to trees, timber, and lumber cut, removed, and sold after the receipt of said communications.

## II.

The court erred in holding, as set forth in said rulings (p. 44, middle), that the testimony offered should be excluded because the acts of selling the land for one-half price "were not wholly ultra vires as to defendants."

Again we say that this might have favor if the offer covered timber taken innocently and without knowledge.

But to say that such a mistake originally made will protect the purchaser in seizing upon the principal value of the property and converting it to his own use, with the full knowledge of his position, and after notice from the register that the assumed sale was not lawful, is going beyond the law.

## III.

### THE GOVERNMENT WAS NOT ESTOPPED BY RECEIVING THE DEED FROM JONES.

It is charged in the petition that the defendants committed the trespass complained of in the years "1882, 1883, 1884 and 1885, and continuously from" January 1, 1882, to January 1, 1886 (fol. 1).

From September 3, 1884, to April 21, 1885, Jones was calling for a return of the purchase money. His conveyances to the Government bear date March 6, 1885 (pp. 18, 22). Therefore, under the documents and the allegations of the petition read with plaintiff's offer made on the trial, it must be understood that after receiving the letters of March 10 and 13, 1882, and while steps were being taken to return the land to the Government, the de-

fendants cut, removed, manufactured, and sold, for their own sole use and benefit, the property for which judgment is prayed in the petition.

The letter of Mr. Acting Attorney-General Jenks to the United States attorney under date of August 9, 1887, (p. 43) correctly states the law, in saying:

> You are informed that the action of the register of the United States land office at Natchitoches in accepting title from J. R. Jones was illegal, unauthorized, and nugatory, and the United States can not thereby be estopped from pursuing Jones for his trespass upon the public domain.

## IV.

The court below says (fols. 123, 124), "It may be the Government on this matter as to price is right," but suggests, somewhat vaguely, that a suit should have been brought by the Government and prosecuted to a successful conclusion to determine the Government right to sue for the timber before it should be permitted to maintain a suit for the trespass itself.

The court then instructs the jury to find for the defendants, and exceptions were duly noted (f. 124).

It is respectfully submitted that the views of the case taken by the court below were erroneous.

The defendants were in duty bound to know that the land was not subject to sale at $1.25 per acre, and that they had no right or power to acquire any interest therein upon the basis of that rate.

They were bound to know that their unauthorized certificate was void so far as carrying or transferring any interest in the land referred to in it was concerned.

And their removal of the trees, timber, and lumber, after they had received notice and warning, was in fraud of the rights of the public.

As to any suggestion that may be made, that the exceptions taken on behalf of the plaintiff in error were not taken in time, or that the bill of exceptions was not signed in proper time, it is answered:

(1) The excepting clause is the last clause set forth in the bill (p. 44), and reads as follows:

> *Whereupon* the court instructed the jury to find for defendants, to which ruling of the court, excluding said testimony, and to the charge to the jury, *plaintiff*, by counsel, *excepted*, and tendered his bill of exceptions, which was accordingly signed and made the order of the court.
>
> Oct. 7th, A. D. 1889.
>
> ALECK BOARMAN,
> *Judge.*

The natural meaning of this seems to be that *when* the court so instructed the jury, and *when* the court excluded the testimony, plaintiff, by counsel, *thereupon* excepted and tendered, etc.

(2) It does not appear that defendant was not represented by counsel at the time of the final signing as well as upon the trial of the action. It does not appear that the court did not by agreement of the parties or other proper proceedings retain the case until October 7.

It will not be inferred, without some allegation appearing outside of a brief prepared more than three years after the bill of exceptions was signed by the court and filed by its clerk, that the court and clerk performed unauthorized and illegal acts in connection with their duties.

The presumption is that the officer, once having jurisdiction, performs his duty as authorized and not otherwise.

It is respectfully urged that the judgment below should be reversed.

A. X. PARKER,
*Assistant Attorney-General.*

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Office Supreme Court U.
FILED.
APR 26 1893
JAMES H. McKENNEY,
CLERK.

# Supreme Court of the United States.

OCTOBER TERM 1892.
TERM NO. 262.

THE UNITED STATES, PLAINTIFF IN ERROR,

*vs.*

JOHN R. JONES AND GEO. FREEMAN.

*In error to the Circuit Court of the United States for the Western District of Louisiana.*

**BRIEF OF DEFENDANT.**

# *Supreme Court of the United States.*

OCTOBER TERM 1892.
TERM NO. 262.

THE UNITED STATES, PLAINTIFF IN ERROR,

*vs.*

JOHN R. JONES AND GEO. FREEMAN.

*In error to the Circuit Court of the United States for the Western District of Louisiana.*

STATEMENT OF THE CASE.

John R Jones entered certain lands in Louisiana, at the Land Office of the United States at Natchitoches, on March 12th, 1881. These entries were made in his own name, and in conjunction with other parties, whose interests he subsequently

acquired. They were all cash entries, and the purchase price was paid in cash by him, at the same time a final Receivers' receipt was issued to him. See Transcript pages 14 and 15.

Jones owned other lands in the vicinity of the lands entered, upon which he and his partner, Freeman, owned and operated a saw mill. After his purchase of the lands as above, a considerable quantity of timber was cut on said land for the use of this mill.

More than a year after he had entered and paid for the lands, he was notified by the Register that a mistake had been made by the Land Office in selling him the lands at $1.25 per acre, when the price should have been $2.50 per acre. This notice concluded: "I am instructed to call upon you to make an additional payment of $1.25 per acre, and upon payment thereof the Receiver will issue his receipt in duplicate with reference thereon."

Jones at first insisted that his entries were good and declined to pay the additional price asked, but subsequently being advised by counsel that the Land Office had made an error in fixing the price of the land, he concluded to accept the offer of the Land Department of the Government, to refund him the price paid upon his signing a deed relinquishing to

the United States all his right and claims to the land under his entries. See Receiver's letter of date, May 16th, 1884. Transcript 33.

Jones complied with all of the requirements of the Commissioner of the General Land Office, by making a deed or conveyance in due form to the United States of all of the land together with certificates showing that he had not encumbered same, and all of these papers were forwarded by the Receiver at Natchitoches on June 11th, 1885, to the Commissioner of the General Land Office.

Upon receipt of these, on June 29th, 1885, the Commissioner ordered the Register and Receiver at Natchitoches to enter the cancellation on the records which was done.

This suit was filed by the District Attorney for the Government, on February 21st, 1887, and is an action at law for the alleged value of timber cut by Jones and Freeman off the lands above referred to, on the ground that they were trespassers.

The defence is that the timber was cut from the land after Jones had entered it, paid the purchase price demanded and received the Receivers' receipt therefor, and before he had relinquished his title to the Government and prior to the cancellation of his

entry. That at the time he was possessor in good faith under color of title at least, and could not be considered or treated as a trespasser; and finally that the Government having required and accepted from him a deed of relinquishment or conveyance to the United States of said lands, is estopped from treating him as a trespasser during the time he held possession, from the date of his purchase up to the date of his delivery of the reconveyance of his interest and surrender of the Receivers' certificates.

From a verdict and judgment of the Lower Court in favor of the defendants, plaintiff appealed to this Court.

I.

The verdict in this case was rendered and recorded on July 16th, 1889, and the judgment in accordance therewith, was regularly entered and signed, in open court, on July 18th, 1889. The writ of error was sued out and allowed on July 23rd, 1889. (T. p.p. 11 and 12.) Court adjourned for the term on July 30th, 1889. See certificate of clerk filed herein.

The Bill of Exceptions was not tendered to the Judge, or signed by him, until October 7th, 1889. No order was entered at the time extending the time for filing the bill, nor was there any consent of parties. There was no standing rule of the Court to authorize it, on the contrary the rule of the Court required all bills of exception to be "submitted to the adverse counsel, and presented for signature, not later than during the hour for trying motions, on the day following the ruling excepted to."

Under the well settled decisions of this Court the Bill of Exceptions was not properly taken or allowed and the error assigned cannot be considered. United States vs. Carey, 110 U. S. 51; Michigan Insurance Bank vs. Eldred, 143 U. S. 293; Pacific Express Co. vs. Malin, 132 U. S. 531; Mullen vs. Ehlers, 91 U. S. 249.

The judgment must be affirmed.

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II.

The ruling of the Lower Court, on the facts be-

fore it, was entirely correct. The timber was cut from the land while defendant held the final certificate of entry from the proper officers of the Government. He had paid the price asked, received his certificate, which imported ownership and in good faith entered into possession of it. No fraud is charged against him in the matter, nor is there any charge, or suspicion, of fraud or collusion on the part of the local Land Officers. The error or fault in the matter was entirely that of the Government, or its officers and agents, and was in no manner superinduced by the acts or representations of defendant. He connot therefor be treated as a naked tresspasser.

The rights of a purchaser of public lands, under the land laws, after payment and before patent, are well settled.

The land described in the certificate becomes the property of the certificate holder, he has the equitable title thereto and a right to the legal title as soon as the patent can issue in due course; and he can dispose of the same and pass his interest therein as if the purchase had been made from a private person. N. P. R. Co., vs. Traill Co., 115 U. S. 600; Carroll vs. Safford, 3 How. 441; Wirth vs. Branson, 98 U. S. 118; Witherspoon vs. Duncan, 4 Wall. 210; Simmons vs.

Wagner, 101 U. S. 260; Diffiback vs. Hawke, 115 U. S. 392.

This is not a case of *ultra vires* on the part of the officers and agents of the Government. The land was offered for sale under the proclamation of the President. The Register and Receiver had full authority to sell it, receive the price and sign the final certificate as they did. When the mistake on the part of the Land Office was discovered, more than a year after the sale, the Commissioner of the General Land Office did not claim the right to cancel the entry. He simply called upon Jones for an additional $1.25 Per acre. The cancellation of the entries was never in fact made, or entered in the records of the Land Office, until Jones voluntarily retransfered the land to the Government, in consideration of the refunding to him of the price paid by him. As a prerequisite to the acceptance of this relinquishment or reconveyance of the land by him, the Land Department required him to sign a formal deed, and furnish a certificate of the recording officer that he had not mortgaged or encumbered the land since the date of his entry.

If he was a tresspasser, why did not the Government then treat him as such, by at once canceling